

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA REGULAR BOARD MEETING Wednesday, June 5, 2024

5:00 PM - Open Meeting
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

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:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

A.2. Pledge of Allegiance to the Flag

Chantal Anderson-Witherspoon, Principal, Marshall School, will introduce Anthony Candelario, Kindergarten student in Ms. Orlinsky's class at Marshall, 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 Christopher Robles and in Spanish by Luis Elenes Sosa, both 6th grade students in Mr. Lawhead's class at Marshall School.

A.4. Presentation by Marshall School

Chantal Anderson-Witherspoon, Principal, Marshall School, will provide a short presentation to the Board regarding Marshall. 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:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

A.6. Recognition of Parent Volunteers of the Year (DeGenna)

The Board of Trustees will recognize the 2023-2024 Parent Volunteers of the Year from each of the district's schools.

- Brekke - Torrey Rodriguez
- Chavez - Florencia Zavala
- Curren - Miriam Aquino
- Driffill - Myriam Cervantes
- Elm - Karla Hernandez
- Frank - Kelly Ochoa
- Fremont - Jasmine Duron
- Harrington - Liliana Caldera
- Kamala - Juana Nuno
- Lemonwood - Catalina Perez
- Lopez - Marcos Jimenez

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Marina West - Alicia Iniguez
 Marshall - Jeanette Cortez
 McAuliffe - Catherine Prebble
 McKinna - Lucero Ortiz
 Ramona - Rosa Castillo
 Ritche - Judy Bernal
 Rose Avenue - Sanjuana Franco
 Sierra Linda - Rufina Solano
 Soria - Alejandra Vergara Lujano

A.7. Recess (10 Minutes)

There will be a brief recess.

A.8. Recognition of Participants in the Appreciating Classified Employees (ACE) Program (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees recognize the classified employees who actively participated in the Appreciating Classified Employees (ACE) Program and the district administrators who shadowed classified employees, as part of this program.

Participants of ACE for 2023-24 School Year	
Administrator	Classified Staff
Dr. Ana DeGenna	Maria Lucero
Dr. Natalia Torres	Amy Hernandez & Jill Ortiz
David Hubbard	Yesenia Cedillo
Genaro Magaña	Argelia Alvarado & Norma Zarate
Eli Kashman	Melissa Reyes, Efrain Camara & Alma Coleman
Mary Truax	Adriana Pereyra
Brian Blevins	Candyce Pérez
Anna Thomas	Noemi Gutierrez
Rita Galván	Alex Salazar
Jorge Mares	Heidi Trevisan
Dr. Jodi Nocero	Jeanette Ramirez
Matt Haber	Samy Reyes Ordaz
Danielle Jefferson	Victor Importante
Chantal Anderson Witherspoon	Rosana Valdez
Allison Cordes	Luisa Muñoz
Dave De Los Santos	Juan Romero
Pavel Escobedo García	Juan Carlos JC Reyes
Michel Haun	Jabbar Wofford
Cristina Huizar	Liney Ochoa
Bertha Anguiano	Monica Noriega
Dr. Adalberto Fuentes	Maribel Roldan
Jason Corona	Victor Centeno

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Dr. Scott Carroll	Patty Perez
Mayra Magaña	Lisette Robles

A.9. 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 Assistant 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.10. 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
- Case #2023-CUOE015904

- 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 Readmission:

- Case No. 23-02 (Action Item)
- Case No. 23-03 (Action Item)

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

- Principal

- Public Employee Evaluation

- Superintendent

A.11. Reconvene to Open Session (7:00 PM)

A.12. Report Out of Closed Session

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

Section B: PUBLIC COMMENT/HEARINGS

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

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. Public Hearing - Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)

It is the recommendation of Assistant Superintendent, Educational Services, that the Board of Trustees open the public comment period to receive input on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP) prior to its adoption at the June 26, 2024, Board Meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

B.3. Public Hearing - Oxnard School District 2024-2025 Proposed Budget (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees open the public comment period for the Oxnard School District 2024-25 Proposed Budget prior to its adoption at the June 26, 2024, Board meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal 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

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motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Director of Special Education and the Superintendent that the Board of Trustees approve out-of-state conference attendance for Mary Truax, Manager, Special Education, Early Childhood, to attend the 2024 Division for Early Childhood's 40th Annual International Conference in New Orleans, LA September 17 through September 20, 2024, in the amount of \$3,575.00, to be paid out of Early Intervention Funds.

C.2. Approval of Out-of-State Conference Attendance (Fox)

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees approve out-of-state conference attendance for Anjanette Carrillo and Bonnie Sides, Technology Teachers on Special Assignment, to attend the InstructureCon 2024 conference, July 9-11, 2024 in Las Vegas, Nevada, in the amount not to exceed \$2,000.00 per attendee, to be paid out of Title I Funds.

C.3. Approval of Selection of Vendors for Child Nutrition Program (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2024-25 school year, as presented.

C.4. Approval of Destruction of Records (Mitchell/Franz)

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of records that have reached the end of their hard copy retention period, as listed.

C.5. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2024-2025 (Mitchell/Franz)

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented. Any fees incurred will be charged to end user's budget.

C.6. Approval of Out-of-State Conference Attendance (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve out-of-state conference attendance for Dr. Scott Carroll, Director of Certificated Human Resources, to attend the 2024 Annual American Association of School Personnel Administrators (AASPA) Conference in Seattle, Washington, October 15-18, 2024,

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in the amount not to exceed \$2,500.00, to be paid from the Human Resources Professional Development Fund.

C.7. 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.

C.8. Establishment of Positions (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 establishment of positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Amendment #1 to Agreement #22-228 – Total Compensation Systems, Inc. (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #22-228 with Total Compensation Systems, Inc., to conduct the necessary actuarial study and provide guidance to facilitate informed decision-making concerning the district's GASB plan. Amendment #1 is necessary to correct the previously approved amount of \$10,600.00 to the revised amount of \$14,310.00, for a net fiscal impact of \$3,710.00, to be paid out of the General Fund.

C.10. Approval of Agreement #24-08 – Beyond Us Consulting (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-08 with Beyond Us Consulting, to provide Principal Development Coaching and Support Services, August 1, 2024 through June 30, 2025, in the amount not to exceed \$70,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #24-09 - Gold Coast K9 (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-09 with Gold Coast K9, to provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools, July 1, 2024 through June 30, 2025, in the amount not to exceed \$48,000.00, to be paid out of the General Fund.

C.12. Approval of Agreement #24-14 – Tawni's Ponies & Petting Farm Inc. (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-14 with Tawni's Ponies & Petting Farm Inc., to provide extra enrichment for students in the Oxnard School District during the Summer Program, July 1, 2024 through July 26, 2024, in the amount of \$12,550.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.13. Approval of Agreement #24-15 – Ventura County Office of Education (Fox/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-15 with Ventura County Office of Education, to provide library support services to the

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Oxnard School District, pursuant to Section 18100 of the California Ed. Code, August 1, 2024 to June 30, 2025, in the amount of \$8,800.00, to be paid out of Title 1 Funds.

C.14. Approval of Agreement #24-16 – Learning Innovation Systems (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-16 with Learning Innovation Systems, to provide Oxnard School District with "Introduction to Eduprotocols Professional Development" on August 12, 2024, in the amount of \$3,000.00, to be paid out of Supplemental Concentration Funds.

C.15. Approval of Agreement #24-18 – Hatching Results, LLC (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-18 with Hatching Results, LLC, to design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices, July 1, 2024 through June 30, 2025, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

C.16. Approval of Agreement #24-19 – Restorative Justice Services, LLC (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-19 with Restorative Justice Services, LLC, to provide Restorative Approaches training for OSD Staff, July 1, 2024 through June 30, 2025, in the amount not to exceed \$44,700.00, to be paid out of Learning Communities School Success Program Grant Funds.

C.17. Approval of Agreement #24-20 – School Services of California (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-20 with School Services of California, to advise the district regarding a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective, July 1, 2024 through June 30, 2025, in the amount of \$32,000.00, to be paid out of the General Fund.

C.18. Approval of Agreement #24-28 – Pepperdine University (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement #24-28 with Pepperdine University, for Oxnard School District to host student teaching and school counseling candidates and provide them with educational fieldwork experiences under the direct supervision and instruction of district staff, August 1, 2024 through June 30, 2027, at no cost to Oxnard School District.

C.19. Award of Formal Bid #23-10 and Approval of Agreement #23-304, Kamala Chiller Replacement Project - Bon Air, Inc (Mitchell-Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Bid #23-10 and Agreement #23-304 with Bon Air Inc., for Kamala Chiller Replacement Project, in the amount of \$166,000.00, to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

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C.20. Ratification of Agreement #23-177 – 360 Degree Customer, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees ratify Agreement #23-177 with 360 Degree Customer Inc., for providing supplemental staffing to the Oxnard School district on an “as needed” basis during the 2023-2024 school year in the areas of Speech Language Therapist, Speech Language Therapist Assistants, Occupational Therapist, and Psychologist, in the amount not to exceed \$700,000.00, to be paid out of Special Education Funds.

C.21. Ratification of Agreement #23-180 – AMN Healthcare Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-180 with AMN Healthcare Inc., for providing supplemental staffing to the Oxnard School District on an “as needed” basis during the 2023-2024 school year, 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.22. Ratification of Amendment #1 to Agreement #23-272 – WorldStrides (DeGenna/Shea)

It is the recommendation of the Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees ratify Amendment #1 to Agreement #23-272 with WorldStrides, for additional charges incurred after changes with lodging and flight arrangements for the overnight fieldtrip for the Superintendent Fellows to Sacramento, California from June 3, 2024 - June 4, 2024, in the amount of \$4,501.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.23. Ratification of Agreement #23-301 – University of Massachusetts Global (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #23-301 with University of Massachusetts Global, for Oxnard School District to host student teaching and school counseling candidates and provide them with educational fieldwork experiences under the direct supervision and instruction of district staff, January 1, 2024 through June 30, 2027, at no cost to Oxnard School District.

C.24. Ratification of Agreement #23-305 with PARS for Consultation Services for Supplementary Retirement Plan (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #23-305 with PARS, to provide consultation services relative to the PARS Early Retirement Incentive, January 17, 2024 to July 31, 2028, projected savings to the General Fund of \$15,371,877.00 over 5 years.

Section D: ACTION ITEMS

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

D.1. Approval of New Job Description: Teacher on Special Assignment (TOSA) – Equity, Diversity, and Inclusion Specialist (Torres/Fox)

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description for Teacher on Special Assignment (TOSA) – Equity, Diversity, and Inclusion Specialist, at no additional fiscal impact.

Board Discussion:

Moved:

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Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of New Job Description: Teacher on Special Assignment (TOSA) – Lead Biliteracy Instructional Specialist (Torres/Fox)

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description for Teacher on Special Assignment (TOSA) – Lead Biliteracy Instructional Specialist, at no additional fiscal impact.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of an Administrative Service Credential Waiver for Jordan Rouss to Serve as Assistant Principal at Lopez Academy for the 2024-2025 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 an Administrative Service Credential Waiver for Jordan Rouss to Serve as Assistant Principal at Lopez Academy for the 2024-2025 School Year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waivers for Paulina Aldrete and Rosana Bader for the 2024-2025 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 Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waivers for Paulina Aldrete and Rosana Bader to serve as Dual Language Instruction (DLI) teachers for the 2024-2025 School Year.

Board Discussion:

Moved:

Seconded:

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Vote:

ROLL CALL VOTE:

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

D.5. Approval of Speech Language Pathologist Permit Waiver for Meghan Scarpino to serve as a Speech Therapist at San Miguel School for the 2024-2025 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 Speech Language Pathologist Permit Waiver for Meghan Scarpino to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.6. Approval of New Classification, Job Functions, and Salary Range for Arts Instructor (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director of Classified Human Resources that the Board of Trustees approve the new job classification of Arts Instructor, at an hourly rate of \$35.26-\$42.89 on the Classified Salary Schedule, to be funded from Prop 28/ LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.7. Approval of New Classification, Job Functions, and Salary Range for Music Instructor (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the new job classification of Music Instructor at the hourly rate \$35.26-\$42.89, to be paid out of Prop 28/ LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.8. Approval of Job Description Revision for Paraeducator Special Education (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees take action to approve the newly revised job description and increase in salary for Paraeducator, Special Education, at the hourly salary of \$23.27-\$28.31 on the Classified Salary Schedule, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.9. Approval of Revised Confidential Compensation and Benefit Program: Salary Schedule (Torres/Mitchell)

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the revised Confidential Compensation & Benefit Program Salary Schedule, in the total amount of \$4,800.00, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

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:

Rodriguez___ , Gonzales ___ , Melanephy ___ , Madrigal Lopez___ , Robles-Solis ___

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 31, 2024.

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June 5, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section A: Preliminary

Recognition of Parent Volunteers of the Year (DeGenna)

The Board of Trustees will recognize the 2023-2024 Parent Volunteers of the Year from each of the district's schools.

Brekke - Torrey Rodriguez
Chavez - Florencia Zavala
Curren - Miriam Aquino
Driffill - Myriam Cervantes
Elm - Karla Hernandez
Frank - Kelly Ochoa
Fremont - Jasmine Duron
Harrington - Liliana Caldera
Kamala - Juana Nuno
Lemonwood - Catalina Perez
Lopez - Marcos Jimenez
Marina West - Alicia Iniguez
Marshall - Jeanette Cortez
McAuliffe - Catherine Prebble
McKinna - Lucero Ortiz
Ramona - Rosa Castillo
Ritchen - Judy Bernal
Rose Avenue - Sanjuana Franco
Sierra Linda - Rufina Solano
Soria - Alejandra Vergara Lujano

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the 2023-2024 Parent Volunteers of the Year from each of the district's schools.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section A: Preliminary

Recess (10 minutes)

There will be a brief recess.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section A: Preliminary

Recognition of Participants in the Appreciating Classified Employees (ACE) Program (Torres)

The ACE Program is designed to foster understanding and appreciation for the invaluable contributions of classified employees within our district. It aims to recognize their hard work and dedication by providing opportunities for job shadowing. This immersive experience allowed administrators to gain firsthand insight into the challenges, triumphs, and nuances of classified roles within our educational framework. By fostering mutual understanding and appreciation, this aspect of the program aimed to strengthen collaboration and synergy across different facets of our district.

Moreover, the district administrators who engaged in shadowing classified employees exhibited a commendable willingness to broaden their perspectives and deepen their understanding of the diverse roles within our district.

Participants of ACE for 2023-24 School Year	
Administrator	Classified Staff
Dr. Ana DeGenna	Maria Lucero
Dr. Natalia Torres	Amy Hernandez & Jill Ortiz
David Hubbard	Yesenia Cedillo
Genaro Magaña	Argelia Alvarado & Norma Zarate
Eli Kashman	Melissa Reyes, Efrain Camara & Alma Coleman
Mary Truax	Adriana Pereyra
Brian Blevins	Candyce Pérez
Anna Thomas	Noemi Gutierrez
Rita Galván	Alex Salazar
Jorge Mares	Heidi Trevisan
Dr. Jodi Nocero	Jeanette Ramirez
Matt Haber	Samy Reyes Ordaz
Danielle Jefferson	Victor Importante
Chantal Anderson Witherspoon	Rosana Valdez
Allison Cordes	Luisa Muñoz
Dave De Los Santos	Juan Romero
Pavel Escobedo García	Juan Carlos JC Reyes
Michel Haun	Jabbar Wofford
Cristina Huizar	Liney Ochoa
Bertha Anguiano	Monica Noriega
Dr. Adalberto Fuentes	Maribel Roldan
Jason Corona	Victor Centeno
Dr. Scott Carroll	Patty Perez

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees recognize and commend the classified employees who actively participated in the Appreciating Classified Employees (ACE) Program and the district administrators who shadowed classified employees, as part of this program.

ADDITIONAL MATERIALS:

Attached: [ace Program.png](#)

[OSD ACE Program PP \(five pages\)](#)

Oxnard School District 2023-24 ACE Program

CA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 272

ace

@ppreciating_classified_employees

CELEBRATING OSD CLASSIFIED EMPLOYEES!



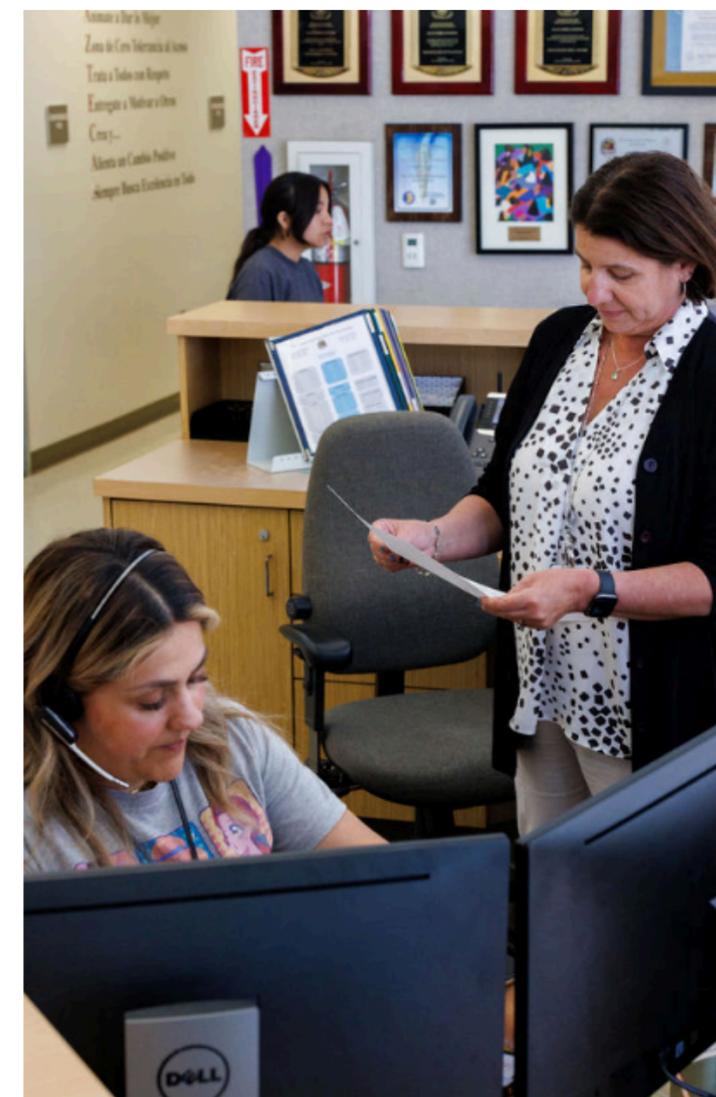
*Thank you for your tireless
efforts and commitment. We
appreciate you!*





**THANK YOU FOR
PARTICIPATING IN THE
ACE PROGRAM**

ACE Program







★ the ★
KINDNESS
CLUB



**THANK
YOU**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

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 Assistant 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: June 05, 2024

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
 - Case #2023-CUOE015904
 - 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 Readmission:
 - Case No. 23-02 (Action Item)
 - Case No. 23-03 (Action Item)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

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: June 05, 2024

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: June 05, 2024

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. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section B: Hearing

Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP) prior to its adoption at the June 26, 2024, Board Meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of Assistant Superintendent of Educational Services, that the Board of Trustees open the public comment period for the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP).

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section B: Hearing

Public Hearing: Oxnard School District 2024-2025 Proposed Budget (Mitchell/Núñez)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2024-2025 Proposed Budget prior to its adoption at the June 26, 2024 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees open the public comment period for the Oxnard School District 2024-25 Proposed Budget.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

The Board's approval is requested for Mary Truax, Manager, Special Education, Early Childhood, to attend the 2024 Division for Early Childhood's 40th Annual International Conference in New Orleans, LA September 17 through September 20, 2024.

FISCAL IMPACT:

Not to exceed \$3,575.00 - Early Intervention Funds

RECOMMENDATION:

It is the recommendation of the Director of Special Education and the Superintendent that the Board of Trustees approve out-of-state conference attendance for Mary Truax, Manager, Special Education, Early Childhood, to attend the 2024 Division for Early Childhood's 40th Annual International Conference in New Orleans, LA September 17 through September 20, 2024.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(5 pages\)](#)

DEC 2024 CONFERENCE TOOLKIT



DIVISION FOR EARLY CHILDHOOD 40TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES



EXPERIENCE DEC 2024

Let us help support your request to attend **the professional development** opportunity for any professional working in high quality inclusive settings.

September 17th - 20, 2024 | The Hilton New Orleans Riverside | New Orleans, Louisiana

Attend the premier annual international conference for professionals who work with young children with disabilities and their families. The conference provides professionals in early intervention, early childhood special education, and related fields and family members of young children with disabilities an opportunity to learn, network, and collaborate.

DEC 2024 OFFERS ACCESS TO CUTTING EDGE RESEARCH AND THE MOST RECENT ADVANCES IN PRACTICES

The keynotes, conference sessions, and poster sessions offer the opportunity to learn from experts in the field.

Making the case for support of funding and time off to attend DEC 2024 requires a solid understanding of the benefits. The conference is not only an opportunity for you to gain new insights and strategies, but also an opportunity to connect with others from all over the world who are invested in supporting ALL children through inclusive opportunities.

Design Your Own Personalized Professional Development Experience

Hundreds of sessions on dozens of topics are presented during the conference, starting with Tuesday's Opening Keynote and ending with Friday afternoon's sessions. *For an additional fee, Early Learning Sessions are also available.*

Visit www.deconference.org to plan your conference. The full schedule will be published summer 2024.

Instant Community

- The conference includes keynotes designed to stimulate discussion among participants. The keynotes will inspire and renew your commitment to the work and the idea of collaboration.
- You will have time during the conference to network with others who are passionate about the work. Many attendees build relationships at the conference that last a lifetime!



Deep-Dive Early Learning Sessions

All Early Learning Sessions (ELSS) focus on the critical knowledge and skills you need to support the success of young children, families, and colleagues. Sessions are chosen by peer review so that topics match the needs of professionals in the field! ELSS will take place September 17th. Workshop registration is available for \$100 per workshop!

About Registration

What's included? Full conference registration includes:

- ALL Keynotes (including Tuesday's Opening Keynote)
- ALL Conference Sessions, Poster Sessions, Hot Topics, and Meetings from Wed. to Fri.
- Access to DEC Celebrates - DEC's 50th Anniversary Celebration & Awards Ceremony
- Access to the Opening Night & Daily DEC Exhibit Hall

What's not included? Full conference registration does not include:

Meals, Hotel Accommodations, Travel Funds, or Early Learning Sessions

Family Members/Parents

DEC highly values the participation of family members and family-professional partnerships. Family members of infants, toddlers, and young children with disabilities (ages 0-8) qualify for a registration waiver: tinyurl.com/DEC2024familywaiver

2024 Conference Registration Rates

Registration Type	Early Bird 1 Ends May 4th	Early Bird 2 Ends July 23rd	Regular
Professional	\$600	\$610	\$660
<i>With DEC Member Discount</i>	\$495	\$510	\$575
Early Career	\$460	\$510	\$525
<i>With DEC Member Discount</i>	\$395	\$410	\$475
Student	\$410	\$445	\$475
<i>With DEC Member Discount</i>	\$385	\$410	\$460
Practitioner	\$330	\$355	\$370
<i>With DEC Member Discount</i>	\$300	\$305	\$340
Family/Parent*	\$330	\$355	\$370
<i>With DEC Member Discount</i>	\$300	\$305	\$340
One Day Registration	\$250	\$300	\$300

- **DEC Members** are current or new members CEC **and** DEC.
- **Early Career** professionals are within their first 3 years of work in the field.
- **Professionals** work with young children with disabilities and their families in early intervention, early childhood special education, and related fields.
- **Practitioners** are professionals who spend 50% of their time or more working directly with young children with disabilities and their families.
- **Students** must be currently enrolled in a higher education program.
- **Family Members/Parents** of children with disabilities over the age of 8 and who do not work in the fields of EI/ECSE. Family members with children ages 0-8 should apply for the family registration waiver for free conference registration.



NEW Professional Development Package

Purchase conference registration and CEC/DEC membership all-in-one. You'll receive the discounted member registration rate and access CEC & DEC benefits for one full year!

Add Basic CEC/DEC Membership to Your Registration For:

Professional Membership includes Practitioners	\$140
Early Career Membership	\$95
Student Membership	\$75
Family/Parent Membership	\$50

Additional Membership discounts are available for CEC Membership for Paraprofessionals and Pre-Service Students. Email conference@dec-sped.org for more information.

GROUP DISCOUNT Groups of 5 or more can receive a 10% discount on full conference registrations. Please email conference@dec-sped.org for your discount code! Your group's discount code **must** be applied at the time of registration to be used. Group discounts end August 31, 2024.

ADDITIONAL DISCOUNTS Discount codes are not stackable and cannot be applied retroactively. Please be sure to select and apply your discount code before completing registration.

Conference Hotel - The Hilton New Orleans Riverside

Conference Location All keynotes, conference sessions, poster sessions, hot topics, meetings, Early Learning Sessions, and the exhibit hall will be held under one roof at the Hilton New Orleans Riverside.

Hilton New Orleans Riverside

Two Poydras St, New Orleans, LA 70130

Rooms at the Hilton New Orleans (the conference hotel) are now available!

Reserve a room here: <https://tinyurl.com/DECNOLAHotel> *Click "Attendee" on the dropdown menu to get started!*



(Hilton New Orleans Riverside)

(All of New Orleans Ready to Explore)

Writing a Justification Letter

We're here to help you get support from your administrator to attend the DEC 2024 conference. You can customize the draft "justification letter" to make the case for your attendance. Please visit the conference website (www.deconference.org) for more information.

Some things to remember (to help you self-advocate) . . .

- Early Bird registration is a bargain and can save your school/program money.
- Identify the sessions you'd like to attend. Discuss the sessions you will attend and explain their value and how they will support your professional development goals-- and enrich your co-workers' knowledge, too.
- Early Learning Sessions are a great way to enhance your professional development at the conference-- just be aware that there is an extra cost, so you may need to justify the extra expense.

Download a justification letter here:
<https://divisionearlychildhood.egnyte.com/dl/0kluZqcuK3>

OR Access it via QR Code:



Questions?
Email us at
conference@dec-sped.org

Dear <Colleague>,

At Division for Early Childhood's 40th Annual International Conference on Young Children with Disabilities and Their Families, professionals at all levels will be brought together to enhance their professional skills, knowledge, and careers. I would like to attend this in-person event, on <Tuesday, September 17th OR Wednesday, September 18th> through Friday, September 20th, 2024 to learn best practices, increase my knowledge of DEC Recommended Practices in action, update my information on standards and research for EI and ECSE, and participate in the array of opportunities that will enhance my skills to provide high-quality inclusive services for each and every one of the young children I serve and their families.

By attending the conference, I will gain valuable knowledge that I will be able to implement as soon as I get back to work. I'll also be able to select sessions that best inform and support my work while making connections with and learning from the experiences of other professionals from my profession and other professions who are serving in programs just like ours throughout the world.

The DEC Conference provides opportunities for me to:

- Attend sessions focused on the critical knowledge and skills that I need to help the young children I serve to be successful as I support our program to offer quality inclusive services.
- Connect with other professionals serving young children with disabilities and their families with whom I can exchange ideas, skills, resources, and practices.

To meet my professional development goals, I am seeking approval for the following expenses during the conference. The detailed cost breakdown is listed below.

< Insert your expense estimate numbers here >

Conference Registration *or* Professional Development Package:

Early Learning Session Costs:

Hotel/Travel Expenses:

Other Related Expenses:

Total estimated conference cost of: <Insert total cost here>

My participation in the conference will complement our program's objective of continual professional development, and I plan to return with resources to share with our staff.

Thank you in advance for your consideration.

Sincerely,
< Your Full Name >

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval of Out-of-State Conference Attendance (Fox)

The Board's approval is requested for the district's Technology Teachers on Special Assignment (TOSAs), Anjanette Carrillo and Bonnie Sides, to attend the out-of-state conference, InstructureCon 2024, in Las Vegas, Nevada, on July 9-11, 2024. The district recognizes the significance of fostering students' technology literacy within the framework of the district's strategic plan as reflected in the district's student profile. By participating in the conference, the district's Educational Technology TOSAs will acquire knowledge of the latest advancements and best practices in educational technology, thereby facilitating the professional development of teachers and administrators. This, in turn, supports the implementation of the district's vision, mission, and goals.

FISCAL IMPACT:

Not to Exceed \$2,000.00 per attendee, to be paid out of Title I (LCAP 1.21)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees approve out-of-state conference attendance for Anjanette Carrillo, Bonnie Sides to attend the InstructureCon 2024 conference July 9-11, 2024 in Las Vegas, Nevada as outlined.

ADDITIONAL MATERIALS:

Attached: [InstructureCon 24-July 9-11, 2024.pdf](#)

JULY 9-11, 2024 | VENETIAN RESORT, LAS VEGAS

InstructureCon 24: Calling All Explorers!

The Venetian has been taken over by Instructure's new educational ecosystem! Or, as we lovingly refer to it, The Ed-cosystem. Come discover how it can help you thrive in your learning journey, plus all the great presenters, sessions, entertainment and swag you've come to know and love.

More To Explore Than Ever Before!

- ✔ Educator-led sessions on the pedagogical and technological topics most important to you.
- ✔ Product announcements and what's coming next for the Instructure Ed-cosystem
- ✔ Discussions on top-of-mind education issues and trends, like generative AI, equity in education, and lifelong learning.
- ✔ Sessions that teach new ways to use your favorite edtech tools—and get acquainted with some cool new tools, too.
- ✔ Attendee favorites (think hack night and game night!)
- ✔ Immersive experiences, including the Educational Moments of the Future Exhibit, a genius bar, poster sessions, and even more opportunities to share fresh ideas and network.
- ✔ Thousands of education professionals, ready to learn and connect.
- ✔ An experiential Expo Hall full of partners ready to talk integrations, innovations, and more.

Just A Few Of The Many Topics We'll Explore Together



Accessibility

Adoption Best Practices

AI (Artificial Intelligence)

Assessment

Badging and Micro-Credentialing

Competency-based Education

Data and Analytics

Data Security and Privacy

Edtech Management

Diversity, Equity, and Inclusion

Instructional Design

Learner Engagement

Learner Success

Lifelong Learning

Partner Integrations

Personalized Learning

Professional Development

Workforce Readiness

Hi Anjanette Carrillo .

Great News! We're writing to inform you that your proposal [Crafting Inclusive Pathways: The Synergy of AI, Canvas, and UDL](#) for presenting at InstructureCon 2024 has been ACCEPTED!

We can't wait to feature you as part of InstructureCon 2024 July 9-11 in Las Vegas, Nevada. This year's conference is all about exploring the educational ecosystem, and we know your participation will be an integral part of the journey.

So, what's next?

- First, let's make things official. **Please reply to this email by Friday, April 12 to let us know if you accept our invitation to present.**
- If you accept, **please use this 50% off promotional code: [InstructureCon-nfLZk06h](#) to register for the conference at the discounted rate of \$492.50 USD.**
- Stay tuned for an email later this month containing the instructions for enrolling in our InstructureCon presenters course hosted in Canvas. Here you'll find the consent and release form, presentation templates, guidelines, best practices, FAQs and key deadlines.

If you have any questions in the meantime, please contact Erin Butler at ebutler@instructure.com.

We look forward to seeing your proposal come to life!

- The InstructureCon Team

Erin Butler | Corporate Events Marketing Manager-Contractor

E: erin.butler@instructure.com

M: (801) 859-4161



Speakers Course | InstructureCon 2024



Welcome!

Welcome to the Speakers Course for InstructureCon 2024! Thank you for being an essential part of our conference. This course serves as your go-to resource hub for all speaker-related matters.

Before we dive in, please ensure that your permissions are set correctly to receive announcements and updates regarding assignments. This will ensure that you stay informed about any changes or important information related to your role as a speaker.



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval of Selection of Vendors for Child Nutrition Program (Mitchell/Corona)

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2024-25 school year. The selected vendors have a history of providing a high quality of products and service to the district.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2024-25 school year.

ADDITIONAL MATERIALS:

Attached: [Memo-Selection of Vendors \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

Child Nutrition Services

To: Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services

From: Jason Corona, Director of Child Nutrition Services

Date: June 5, 2024

Re: **Selection of Vendors for Child Nutrition Services, 2024-25 School Year**

Oxnard School District Child Nutrition Services Department is making recommendations for vendor selections for the 2024-25 school year. The selected vendors have a history of providing high-quality products and service to the district.

Food and Grocery Products

The recommended vendor(s) is Sysco and Gold Star Foods for selected Food and Grocery Items. Sysco and Gold Star Foods were selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for Food and Grocery Goods. The Bid/RFP is being rolled over from the 2023-24 school year and is in the final year eligible to be rolled over.

Fresh Bread and Bakery Goods

The recommended vendor(s) is Tri County Bread and Gold Star Foods for selected Fresh Bread and Bakery Items (see attached list). Tri County Bread and Gold Star Foods was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for fresh bread and bakery goods. The Bid/RFP is being rolled over from the 2023-24 school year and is in the final year eligible to be rolled over.

Fresh Produce Products

The recommended vendor is The Berry Man. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFP conducted by Oxnard School District for Fresh Produce Products. The Bid/RFP is being rolled over from the 2023-24 school year and is in the final year eligible to be rolled over.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Oxnard School District will utilize a piggyback option offered through Oxnard Unified High School District RFP #663 Dairy Products" from the 2024-25 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval of Destruction of Records (Mitchell/Franz)

The records on the attached list have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

ADDITIONAL MATERIALS:

Attached: [Destruction of Records \(1 Page\)](#)

BOARD AGENDA ITEM

Date: May 22, 2024

Destruction of Records

The following records have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 are destroyed without permanent retention. The Board authorization is requested to dispose of these records

DESCRIPTION	YEAR(S)	SCHOOL/DEPT.	RECORD CLASS
LABOR COM/BID DOCS	2002-2008	PURCHASING	3
PO'S	2018/2019	PURCHASING	3
CNS	2018/2019	CHILD NUTRITION	3
VENDOR INVOICES	2018/2019	ACCTS PAYABLE/BUDGET	3
REGISTRATION CARDS	2005/2006	PUPIL SERVICES	1
GENERAL ED STUDENT RECORDS	DOB: 2005/2006	PUPIL SERVICES	1
SPED STUDENT RECORDS	DOB: 2005/2006	SPED	1
DACA RECORDS REQUESTS	2018/2020	ARCHIVES	3

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2024-2025 (Mitchell/Franz)

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services.

The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Approval to Attend Out-of-State Conference in Seattle, Washington for Dr. Scott Carroll (Torres)

The Board's approval is requested to allow Dr. Scott Carroll, Director of Certificated Human Resources, the opportunity to attend the 2024 Annual American Association of School Personnel Administrators (AASPA) Conference in Seattle, Washington from October 15, 2024 through October 18, 2024.

The conference aims to provide a dynamic platform for school leaders to gather, collaborate, and enrich their professional knowledge and networks. Through a series of engaging sessions, workshops, and networking opportunities, participants will gain access to innovative ideas, ready-to-use solutions, and research-based strategies tailored to address the evolving challenges and opportunities in education. Conference participants, primarily school leaders, will leave equipped with new ideas, practical resources, and valuable contacts to enhance their leadership and educational practices.

FISCAL IMPACT:

Not to exceed \$2,500 from the Human Resources Professional Development Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve out-of-state conference attendance, as detailed above.

ADDITIONAL MATERIALS:

Attached: [Out of State Conference Dr. Carroll \(three pages\)](#)



Oxnard School District

REQUEST TO ATTEND A CONFERENCE

Requests to attend a conference must be submitted in advance to the Superintendent or Designee. Decisions will be made based on value to individual's professional growth or value to the district, provided there are sufficient funds in the budget and a substitute is available if necessary.

Date request submitted: 05/20/2024

Name of person making the request: Scott Carroll

Name or theme of the conference: 2024 Annual Conference-AASPA

Location of conference: Seattle, WA

Date(s) of conference: 10/15-10/18/24

Rationale for conference attendance and expected outcome. Include LCAP/SPSA goals or specific job relationship, as applicable:

This is the annual conference for the largest association of school personnel administrators. I attended this conference for the first time last year and it was the best HR conference I have been to.

Is attendance at this conference required by a grant or program? Yes No

If "yes", specify name of grant or program _____

Projected expenses: Registration: \$ 900.00 Lodging: \$ 900.00 Meals \$ 180.00
Mileage/Train/Airfare \$ 250.00 Other _____ (Specify: _____)

Will you require a substitute? Yes No

Budget to be used: HR PD

[Signature]
Requestor Signature

[Signature]
Supervisor's Approval Signature

This section for use by Superintendent/Designee Use Only

Request Approved

Request Denied

[Signature]
Superintendent/Designee Signature

5-21-24
Date

< [Back to Events \(/events/\)](/events/)



2024 Annual Conference

📅 **Tuesday, October 15, 2024** to Friday, October 18, 2024

📍 The Westin Seattle

[1900 5th Avenue](#)

[Seattle, WA 98101-1204](#)

[United States \(https://maps.google.com/?q=\(The Westin Seattle 1900 5th Avenue Seattle, WA 98101-1204 United States\)\)](https://maps.google.com/?q=(The+Westin+Seattle+1900+5th+Avenue+Seattle,+WA+98101-1204+United+States))

[Register Now \(/events/2024-annual-conference/register\)](/events/2024-annual-conference/register)

[aaspaconference.com \(https://www.aaspaconference.com/\)](https://www.aaspaconference.com/)

[Book Your Hotel! \(https://book.passkey.com/event/50792407/owner/347/home\)](https://book.passkey.com/event/50792407/owner/347/home)

[Call for Presenters \(https://www.surveymonkey.com/r/QMG6TZT\)](https://www.surveymonkey.com/r/QMG6TZT)

Event Details

Join us for the AASPA 86th Annual Conference!

October 15-18, 2024 | Seattle, WA

AASPA's 86th Annual Conference delivers four days of engaging content, the opportunity to encounter diverse perspectives and the ability to grow valuable connections across the industry. It is the premier conference that offers PK-12 school leaders ready-to-use solutions and research-based strategies all in a relaxed and fun environment. Our goal is to help you put things into focus, so that you will leave feeling rejuvenated and armed with new ideas, resources and contacts.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

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: [Certificated Personnel Actions 06.05.24 \(3 pgs\).pdf](#)
[Classified Personnel Actions 06.05.24 \(3 pgs\).pdf](#)

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

Aldrete, Paulina	Multiple Subject. BCLAD	2024/2025 School Year
Alvarado, Madisen	School Psychologist	2024/2025 School Year
Arevalo, Brandon	Manager, Special Education	2024/2025 School Year
Bader, Rosana	Multiple Subject. BCLAD	2024/2025 School Year
Baro, Maria	Principal	2024/2025 School Year
Borden, Colin	Speech Therapist	2024/2025 School Year
Bratten, Rachael	Special Education	2024/2025 School Year
Castro, Venus	Speech Therapist	2024/2025 School Year
Cordon, Nydia	Multiple Subject. BCLAD	2024/2025 School Year
Davila, Mayra	Multiple Subject. BCLAD	2024/2025 School Year
Diedrich-Sattler, Melissa	Special Education	2024/2025 School Year
Farias, Melina	Multiple Subject. BCLAD	2024/2025 School Year
Flores, Joseph	School Psychologist	2024/2025 School Year
Gonzales, Briana	School Psychologist	2024/2025 School Year
Gonzalez Gonzalez, Michelle	Multiple Subject. BCLAD	2024/2025 School Year
Jimenez, Jaqueline	School Psychologist	2024/2025 School Year
Jimenez, Joaquin	Special Education	2024/2025 School Year
Kibler, Rene	Special Education	2024/2025 School Year
Llamas, Jesus	Multiple Subject. BCLAD	2024/2025 School Year
Magdaleno Garcia, Ana	Multiple Subject. BCLAD	2024/2025 School Year
Mederos, Guillermo	Multiple Subject. BCLAD	2024/2025 School Year
Melgoza, Monique	Multiple Subject. BCLAD	2024/2025 School Year
Moreno, Giselle	School Psychologist	2024/2025 School Year
Peglar, Sarah	Speech Therapist	2024/2025 School Year
Philips, Nancy	Special Education	2024/2025 School Year
Ramirez, Alexa	School Psychologist	2024/2025 School Year
Ramirez, Rocio	School Psychologist	2024/2025 School Year
Rivera, Lourdes	Multiple Subject. BCLAD	2024/2025 School Year
Rodriquez, Evelyn	Multiple Subject. BCLAD	2024/2025 School Year
Roque, Jessica	Multiple Subject. BCLAD	2024/2025 School Year
Scarpino, Meghan	Speech Therapist	2024/2025 School Year
Scharich, Jamie	Assistant Principal	2024/2025 School Year
Singh, Virender	Special Education	2024/2025 School Year
Small, Kathryn	Speech Therapist	2024/2025 School Year
Valdovinos, Carlos	Principal	2024/2025 School Year
Valencia, Ciclali	Multiple Subject. BCLAD	2024/2025 School Year
Zamora-Ayala, Genesis	School Psychologist	2024/2025 School Year

Zavala, Casey	School Psychologist	2024/2025 School Year
Hurdle, Marie Michelle	Substitute Teacher	2023/2024 School Year
Quiroa, Grace	Substitute Teacher	2023/2024 School Year
Rivera-Moreno, Juliana	Substitute Teacher	2023/2024 School Year

Promotions

Batista, Leticia	Assistant Principal	2024/2025 School Year
Rouss, Jordan	Assistant Principal	2024/2025 School Year

Retirement

Finney, Christine	Teacher	June 14, 2024
Fisher, Alisse	Teacher	June 14, 2024
Frias Hostka, Suzanne	Teacher	June 14, 2024
Galvan, Alvaro	Teacher	June 14, 2024
Ganoe, Melissa	Teacher	June 14, 2024
Johnson, Suzanne	Teacher	June 14, 2024
Kelble, Sandra	Teacher	June 14, 2024
Laubacher, Diana	Teacher	June 14, 2024
Lopez Torres, Patricia	Teacher	June 14, 2024
Marks, Janet	Teacher	June 14, 2024
Martinez, Juan	Teacher	June 14, 2024
Martinez, Traci	Teacher	June 14, 2024
Miranda, Roxanne	Teacher	June 14, 2024
Moncayo, Silvia	Teacher	June 14, 2024
Montijo, Adele	Teacher	June 14, 2024
Olson, Derek	Teacher	June 14, 2024
Oropeza, Patricia	Teacher	June 14, 2024
Otani, Anthony	Teacher	June 14, 2024
Perales, Lucy	School Psychologist	June 21, 2024
Poore, Amy	Teacher	June 14, 2024
Prado, Shirley	Teacher	June 14, 2024
Rosebro, Jeannie	Teacher	June 14, 2024
Skinner, Maria	Teacher	June 14, 2024
Tamsing, Maria	Teacher	June 14, 2024
Taylor, Leslie	Teacher	June 14, 2024
Tolle, Patricia	Program Specialist	June 18, 2024
Torres, Carlos	Teacher	June 14, 2024
Vales, Karen	Teacher	June 14, 2024
Valle, Maritza	Teacher	June 14, 2024
Vettese, Roxanne	Teacher	June 14, 2024
Viveros, Beatriz	Teacher	June 14, 2024

Resignation

Harrison, Ellen	Teacher	June 14, 2024
Henry, Laurie	Teacher	June 14, 2024
Hermesh, Shiri	Speech Therapist	June 14, 2024
Moore, Lauren	Speech Therapist	June 14, 2024

Unpaid Leave

12182	Administrator	May 19, 2024 – June 30, 2024
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New Hires

Amezcuca, Veronica D.	Paraeducator Special Education, Position #9210 Kamala 5.75 hrs./183 days	05/20/2024
Bentz, Denielle	Paraeducator Special Education, Position #10967 McAuliffe 5.75 hrs./183 days	05/08/2024
Cordero, Anita L.	Paraeducator Special Education, Position #12267 Ritchen 8.0 hrs./183 days	05/20/2024
Cruz, Paloma	Attendance Accounting Technician, Position #358 Lemonwood 8.0 hrs./209 days	05/13/2024
Duncan, Jessica O.	Paraeducator Special Education, Position #6374 Driffill 5.75 hrs./183 days	05/13/2024
Fuentes, Andrea	Paraeducator Special Education, Position #977 McAuliffe 5.75 hrs./183 days	05/20/2024
Gutierrez, Almareli	Paraeducator Special Education, Position #9202 Special Education 5.75 hrs./183 days	05/20/2024
Munoz, Paul M.	Custodian, Position #10472 Custodial Services 8.0 hrs./246 days	05/07/2024
Orejel, Rafael L.	Paraeducator Special Education, Position #1956 San Miguel 5.75 hrs./183 days	05/08/2024
Vazquez, Sarah E.	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	05/20/2024
Villanueva, Julissa	Paraeducator Special Education, Position #9214 Frank 5.75 hrs./183 days	05/08/2024
Zuniga, Paul A.	Paraeducator Special Education, Position #9776 San Miguel 5.75./183 days	05/20/2024

Limited Term/Substitutes

Bejar, Alexis	Paraeducator (Substitute)	04/29/2024
Camacho, Victoriana I.	Paraeducator (Substitute)	05/17/2024
Mendez, Yessica	Paraeducator (Substitute)	05/20/2024
Quezada, Alicia	Paraeducator (Substitute)	04/08/2024
Vasquez, Josue M.	Paraeducator (Substitute)	05/14/2024
Villagomez, Celine D.	Clerical (Substitute)	05/06/2024
Villagomez, Celine D.	Campus Assistant (Substitute)	05/06/2024

Layoffs

Pamatz, Alejandra	Preschool Teacher, Position #10898 Brekke 6.0 hrs./183 days	06/30/2024
Perez, Angela M.	Preschool Teacher, Position #10884 Rose Ave 6.0 hrs./183 days	06/30/2024

In Lieu of Layoffs

McKnight, Ana Luisa	Administrative Assistant, Position #2125 Pupil Services 8.0 hrs./246 days Administrative Assistant, Position #11251 Budget & Finance 8.0 hrs./246 days	07/01/2024
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Medical Layoffs

3755 Paraeducator III, Position #1913 05/06/2024
Brekke 5.75 hrs./183 days

Probation Releases

3090 Outreach Specialist, Position #2709 05/20/2024
Lopez 8.0 hrs./180 days

Resignations

Camacho, Victorianna I Paraeducator Special Education, Position #6172 05/14/2024
Driffill 5.75 hrs./183 days
Celis, Karla Child Nutrition Worker, Position #2176 05/06/2024
Frank 5.5 hrs./185 days
Frias Perez, Veronica Child Nutrition Worker, Position #2054 05/24/2024
Kamala 5.5 hrs./185 days
Ruckstuhl, Brenda M. Library Media Technician, Position #2519 06/17/2024
Harrington 5.0 hrs./189 days

Retirement

Ahumada, Sharon Campus Assistant, Position #7271 06/15/2024
Lemonwood 5.75 hrs./180 days
Camarena, Rosy R. Office Assistant II, Position #10620 06/30/2024
Harrington 8.0 hrs./202 days
Castilla, Angel Custodian, Position #1483 06/30/2024
Chavez 8.0 hrs./246 days
Chavez, Beatriz Preschool Teacher, Position #10876 06/14/2024
Ritchen 6.0 hrs./183 days
Delgado, Yolanda Instructional Assistant RSP, Position #407 06/14/2024
McKinna 5.0 hrs./183 days
Flores, Rosio Preschool Teacher, Position #10877 06/30/2024
Ramona 6.0 hrs./183 days
Franz, Lisa A. Director of Purchasing, Position #1106 06/29/2024
Purchasing 8.0 hrs./246 days
Garrido Hernandez, Araceli Attendance Accounting Technician, Position #1502 06/30/2024
Brekke 8.0 hrs./209 days
Gonzales, Dario Lead Custodian, Position #914 06/30/2024
Rose Ave 8.0 hrs./ 246 days
Hernandez, Arcelia Paraeducator II, Position #6173 06/14/2024
Harrington 5.75 hrs./183 days
Ladines, Virginia Q. Child Nutrition Worker, Position #2395 06/14/2024
Sierra Linda 5.5 hrs./185 days
Lemos, Sara Paraeducator II, Position #671 06/14/2024
Special Education 5.75 hrs./183 days
Leon, Julio C. Custodian, Position #39 06/28/2024
Facilities 8.0 hrs./246 days
Nava, Lorraine D. Paraeducator II, Position #7237 06/30/2024
Ritchen 5.75 hrs./183 days

Retirement (cont.)

Peraza, Jennie J.	Administrative Assistant, Position #2125 Pupil Services 8.0 hrs./246 days	06/28/2024
Perez, Maria	Campus Assistant, Position #3047 Lemonwood 5.75 hrs./185 days	06/15/2024
Pina, Louis	Custodian, Position #1299 Custodial Services 8.0 hrs./246 days	06/29/2024
Rabago, Rosario	School Office Manager, Position #1150 Driffill 8.0 hrs./214 days	06/29/2024
Ramirez, Maria Elena	Paraeducator II, Position #6782 Kamala 5.75 hrs./183 days	06/14/2024
Rivera, Alfonso D.	Lead Custodian, Position #1074 Marina West 8.0 hrs./246 days	06/28/2024
Sanchez, Martha P.	Paraeducator II, Position #6580 Rose Ave 5.75 hrs./183 days	06/14/2024
Spence, Danita Y.	Technology Services Technician, Position #516 Information Technology 8.0 hrs./246 days	06/28/2024
Teran, Alfred	Lead Custodian, Position #80 McAuliffe 8.0 hrs./246 days	06/30/2024
Valenzuela-Arenas, Dalia	Executive Assistant-Educational Services, Position #1128 Educational Services 8.0 hrs./246 days	06/30/2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Fuentes)

Establish

An eight hour 245-day Office Assistant II position number 12286 to be established at San Miguel School. This position will be established to provide additional support.

FISCAL IMPACT:

Cost for 1 Office Assistant II position: \$80,315.00 SPED Funds

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 establishment of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

**Approval of Amendment #1 to Agreement #22-228 – Total Compensation Systems, Inc.
(Mitchell/Núñez)**

GASB 45 mandates that districts conduct retiree actuarial valuations every two years. Total Compensation Systems, Inc (TCS) has been engaged to conduct the necessary actuarial study and provide guidance to facilitate informed decision-making concerning our GASB plan.

The Board is requested to consider a correction in the total amount specified in Agreement #22-228. The original submission for approval stated \$10,600.00, which upon review has been found to be incorrect. The revised amount is \$14,310.00, resulting in a net correction of \$3,710.00.

FISCAL IMPACT:

\$3,710.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #22-228 with Total Compensation Systems, Inc.

ADDITIONAL MATERIALS:

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

[Agreement #22-228, Total Compensation Systems \(5 Pages\)](#)

**Amendment #1 to Agreement #22-228 with
Total Compensation Systems
June 5, 2024**

GASB 75 mandates that districts conduct retiree actuarial valuations every two years while the interim year can be satisfied via a streamlined "roll-forward" valuation. Total Compensation Systems, Inc (TCS) has been engaged to conduct the necessary actuarial studies and provide guidance to facilitate informed decision-making concerning our GASB plan.

The Board is requested to consider a correction in the total amount specified in Agreement #22-228. The original submission for approval stated \$10,600, which upon review has been found to be incorrect. The revised amount is \$14,310 (covering the initial 2023 valuation as well as the 2024 roll-forward valuation), resulting in a net correction of \$3,710.

Total Compensation:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 20th day of April, 2023 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Oxnard School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2024, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

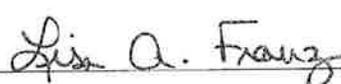
Signed: 

By: Geoffrey L. Kischuk

Title: President

Date: March 17, 2023

"CUSTOMER"
OXNARD SCHOOL DISTRICT

Signed: 

By: Lisa Franz

Title: Purchasing Director

Date: 4-20-2023

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to five employee classes. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$10,600. One-half, or \$5,300 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$5,300 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$5,300 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$4,770 by May 31, 2023, all amounts shown above shall be reduced by 10%.

Oxnard School District

(805) 385-1501 x2412 or x2413 FAX (805) 385-1507

PURCHASE ORDER

NO: P23-04794

DATE 04/20/2023

SHIP TO:

Budget & Finance
1051 SOUTH A STREET
Oxnard, CA 93030-7442

VENDOR:

Total Compensation Systems Inc
5699 Kanan Road, #316
Agoura Hills, CA 91301

INVOICE TO:

Accounts Payable
accounts payable@oxnardsd.org

Customer Acct #:

PHONE: (805) 496-1700 FAX:

1051 South A Street
Oxnard, CA 93030-7442

ORDER LOCATION		DELIVERY LOCATION		VENDOR #	BUYER	RPO #
660 - Budget & Finance		660 - Budget & Finance		004440/1		
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	REQUISITIONER	REQUISITION #	
				Patricia Lomeli	R23-04618	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION	
1	1	EACH	Provide GASB 74/75 Actuarial Valuation Study per Agreement #22-228	10,600.000	\$10,600.00	
Term of Agreement: 4/20/2023 through 12/31/2024						
*APPROVED BY THE BOARD OF TRUSTEES ON 4/19/2023						
					Order Sub-Total	\$10,600.00
					Sales Tax	.00
					Shipping	.00
					Adjustment	.00
					Order Total	\$10,600.00

ACCOUNT DISTRIBUTION AMOUNT
(073851) 010-5800-0000-0-0000-7200-001-600-0920-0 \$10,600.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

RECEIVING

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-08 – Beyond Us Consulting (Fox)

Beyond Us Consulting will provide Principal Development Coaching and Support Services during the 2024-2025 school year.

Term of Agreement: August 1, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed \$70,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-08 with Beyond Us Consulting.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-08, Beyond Us Consulting \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

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

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

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

Tammy Smith, Beyond Us Consulting, agrees to:

- a. Coach administrators in setting organizational systems in place.
- b. Support administrators in prioritizing and scheduling the scope of work to be completed
- c. Guide the process of calendaring outcomes, choosing common formative assessments, aligning ST Math, Lexia and Zearn to the outcomes for the school year,
- d. Guide the sites in setting up effective progress monitoring cycles, using the assessments from the calendared outcomes as the data piece.
- e. Ensure staff meeting agendas prioritize instruction, setting up a schedule that drives collaboration and progress monitoring.
- f. Assist Site administrators in their instructional focus and theory of action for improvement.
- g. Establish a calendar of zoom coaching and in person observations and feedback in partnership with OSD.
- h. Maintain insurance coverage that meets the requirements of the Oxnard School District.
- i. Total program costs for Site Administration Coaching and design including travel not to exceed a total of \$70,000.00.

Oxnard School District agrees to:

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

Tammy Smith, Beyond Us Consulting shall monitor this agreement to oversee implementation of Principal Coaching and Consultation. This Memorandum of Understanding and Responsibility shall be effective upon signature and implemented August 1st, 2024-June 30th, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-09 - Gold Coast K9 (Fox/Nocero)

Gold Coast K9 will provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools for a total of 200 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12 and utilize training methods accepted within the profession and designed to meet POST training standards in the State of California. The areas to be sniffed will be Bathrooms, Locker Rooms, and Open areas. Classrooms will be at the Superintendent's discretion.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

Total not to exceed \$48,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-09 with Gold Coast K9, for the 2024-2025 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-09, Gold Coast K9 \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



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
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

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

	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:

ADDITIONAL COSTS OF EXPENSES:

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

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: _____



**AGREEMENT TO PROVIDE K9 SAFETY CHECKS FOR THE OXNARD SCHOOL DISTRICT
2024/ 2025 SCHOOL YEAR**

April 4, 2024

Gold Coast K9 will provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall, and Kamala for a total of 200 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Policy and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California. The areas to be sniffed will be Bathrooms, Locker Rooms and Open areas, Classrooms will be at the Superintendents discretion.

Gold Coast K9 will provide detection sniffs in the following odors.

- Heroin
- Marijuana
- Spice
- Cocaine
- Methamphetamine
- Guns
- Alcohol
- Smokeless Powder
- TNT
- Dynamite
- Potassium Chlorate
- Sodium Chlorate
- C-4
- Ammonium Nitrate Dynamite
- PETN
- RDX
- Det Cord

For the services to be provided, Gold Coast K9 will charge \$240.00 per search with a yearly total of \$48,000.00 for 200 K9 detection sniffs.

Rodney Spicer/owner

District Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-14 – Tawni’s Ponies & Petting Farm Inc. (Fox/Shea)

Tawni’s Ponies & Petting Farm Inc. will provide extra enrichment for students in the Oxnard School District during the Summer Program.

Term of Agreement: July 1, 2024 through July 26, 2024

FISCAL IMPACT:

\$12,550.00 – Expanded Learning Opportunity Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-14 with Tawni’s Ponies & Petting Farm Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-14, Tawni's Ponies & Petting Farm Inc. \(4 pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Please make checks payable to~ Tawni's Ponies
 202 E. Guiberson Rd.
 Fillmore, Ca 93015
 www.animalworldpettingzoo.com
 805 279-7780
 Tawniangel@gmail.com
 Animalworldpettingzoo.com

Invoice

Tawnis Ponies & Petting Farm, Inc.

Bill To: Oxnard School District
 jorejel@oxnardsd.org
 1051 South "A" Street
 Oxnard, CA 93030
 805-385-1501;2324

Invoice No: 448
 Date: 02/12/2024
 Terms: NET 30
 Due Date: 03/13/2024

Description	Quantity	Rate	Amount
Summer Program Proposal 2024 Deluxe Petting Zoo Ducks, chickens, mama goats w/ babies, sheep and mini donkey or mini cow or alpaca \$875 first 2 hours , \$200 each additional hour Wednesday: 7/10, 7/17, 7/24 Friday: 7/19, 7/19, 7/26 *** Looking for 1 more date 7/12 is not available :/ 11:30 setup 12:00-4:30	7	\$1,375.00	\$9,625.00
Deluxe Petting Zoo 2024 Ducks, chickens, mama goats w/ babies, sheep and mini donkey or mini cow or alpaca \$875 first 2 hours , \$200 each additional hour Tuesdays 7/9 , 7/16 9:00-12:00 Thursday 7/11 (morning zoo's)	3	\$1,075.00	\$3,225.00
Multiple booking discount *	1	-\$300.00	-\$300.00

Payment Details

Please make check payable to:

Tawnis Ponies and Petting Farm, Inc.
202 E. Guiberson Rd.
Fillmore, Ca 93015

Subtotal	\$12,550.00
Includes TAX 0%	\$0.00
Total	\$12,550.00

We also accept

Venmo - @Tawni-Angel
Zelle - Tawniangel@gmail.com

PAID	\$0.00
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Balance Due \$12,550.00

Thank you so much!!!

Deposit due 02/12/2024	\$6,275.00
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-15 – Ventura County Office of Education (Fox/Thomas)

Ventura County Office of Education will provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code. Support will be provided in implementing State Standards and aligning individual school site library services with the California Model School Library Standards. Assistance will be provided in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code. Up to 6 days of professional development will be provided to school site Library/Media Techs. Also included in the cost are up to four (4) additional days for planning and procedure development. This item is reflected in LCAP Goal 1.17.

Terms of Agreement : August 1, 2024 to June 30, 2025

FISCAL IMPACT:

\$8,800.00 – Title 1

(\$5,280 base contract plus up to four (4) additional days at \$880.00 per day)

RECOMMENDATION:

It is recommended by the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-15 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-15, VCOE - Library Support Services 2024-25 \(4 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 03/13/2024 by and between _____ (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code

Anna Thomas
Contact Name
(805) 385-1501 ext. 2302
Contact Telephone Number
athomas@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as 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 ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

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

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

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. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

Non-Discrimination and Equal Employment Opportunity. VCOE 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.

Fingerprinting. VCOE shall ensure that VCOE 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. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next 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.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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: 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Lisa Brown

VCOE Department Administrator

Lisa J. Brown
VCOE Signature

3-26-24
Date

Lisa Cline

VCOE Executive Director Internal Business Services

Lisa Cline
VCOE Signature

3-18-24
Date

Local Educational Agency Approval

Oxnard School District
Director of Purchasing

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 08/01/2024 and terminate on 06/30/2025. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services	\$ <u>5,280.00</u>
Other Ancillary Cost or fees, as applicable	\$ <u>n/a</u>
Total not to Exceed	\$ <u>5,280.00</u>

DESCRIPTION OF WORK (required):

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Coordinator-Library, Media, Reading, and Literacy in providing Oxnard School District, hereafter called " the District" , in supporting staff and students by providing regular and effective library support services as follows:

Serve as the " Librarian of Record" as stipulated in the California Education Code, sections 18100-18103, 18120, and 44868 to the school site of Oxnard School District.

Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:

Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum

Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use

Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning

Assist in site-specific inventory and assessment of library materials, programming, and student/teacher needs

Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection.

Provide on-site or distance-based (via telephone, virtual meeting, or e-mail) support on an as-needed basis

Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.

Perform any or all of the following duties as authorized:

Instruct students in accessing, evaluating, using and integrating information and resources in the library program

Plan and coordinate school library programs with the instructional programs of a school district through collaboration with teachers

Select materials for school and district libraries

Develop programs for and deliver staff development for school library

Assist and support the development of library policy and procedure

This serves as a Memorandum of Understanding and Responsibility Agreement that " the District" and the Ventura County Office of Education will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing these services for the purpose of this agreement.

Ventura County Office of Education, Instructional Services Support Department, agrees to:

Serve as Librarian of Record and provide up to 6 days of library support services on a date to be mutually determined for the 2024-2025 school year, provided by VCOE Coordinator-Library, Media, Reading, and Literacy at a rate of \$5,280.00. Up to four days may be added for consultation work on library policy and procedure at the rate of \$880 per day, to be added as needed.

The District agrees to:

Pay Ventura County Office of Education \$5,280.00 for library services provided by VCOE Coordinator-Library, Media, Reading, and Literacy.

Pay Ventura County Office of Education \$880.00 per additional days for work on policy and procedure provided by VCOE Coordinator-Library, Media, Reading, and Literacy.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented until June 30, 2025.

WORK SCHEDULE (if applicable):

-Provide up to 6 days of library support services on a date to be mutually determined for the 2024-2025 school year

-Provide up to 4 additional days of work on policy and procedure on a date to be mutually determined for the 2024-2025 school year

**OXNARD SCHOOL DISTRICT FOR
K-8 LIBRARY SUPPORT SERVICES
SCOPE OF WORK**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Coordinator-Library, Media, Reading, and Literacy in providing **Oxnard School District**, hereafter called “the District”, in supporting staff and students by providing regular and effective library support services as follows:

1. Serve as the “Librarian of Record” as stipulated in the California Education Code, sections 18100-18103, 18120, and 44868 to the school site of Oxnard School District.
2. Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
 - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
 - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
 - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
 - d. Assist in site-specific inventory and assessment of library materials, programming, and student/teacher needs
 - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
 - f. Provide on-site or distance-based (via telephone, virtual meeting, or e-mail) support on an as-needed basis
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.
4. Perform any or all of the following duties as authorized:
 - a. Instruct students in accessing, evaluating, using and integrating information and resources in the library program
 - b. Plan and coordinate school library programs with the instructional programs of a school district through collaboration with teachers
 - c. Select materials for school and district libraries
 - d. Develop programs for and deliver staff development for school library
5. Assist and support the development of library policy and procedure

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing these services for the purpose of this agreement.

1. **Ventura County Office of Education, Instructional Services Support Department, agrees to:**
Serve as Librarian of Record and provide up to 6 days of library support services on a date to be mutually determined for the 2024-2025 school year, provided by VCOE Coordinator-Library, Media, Reading, and Literacy at a rate of \$5,280.00. Up to four days may be added for consultation work on library policy and procedure at the rate of \$880 per day, to be added as needed.
2. **The District agrees to:**
 - a. Pay Ventura County Office of Education \$5,280.00 for library services provided by VCOE Coordinator-Library, Media, Reading, and Literacy.
 - b. Pay Ventura County Office of Education \$880.00 per additional days for work on policy and procedure provided by VCOE Coordinator-Library, Media, Reading, and Literacy.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented until June 30, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #24-16 – Learning Innovation Systems (Fox)

Learning Innovation Systems will provide Oxnard School District with "Introduction to Eduprotocols Professional Development" on August 12, 2024.

FISCAL IMPACT:

\$3,000.00 – Supplemental Concentration

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-16 with Learning Innovation Systems.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-16, Learning Innovation Systems \(4 Pages\)](#)
[Proposal \(6 Pages\)](#)



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



Oxnard School District

EduProtocols™ Professional Learning

DELIVERED ON:
March 25, 2024

SUBMITTED BY:
Learning Innovation Systems, LLC



Teach better. Work less. Achieve more.

Do your staff struggle to find the time necessary to design academically impactful and interactive lessons? Are they struggling with student engagement? Do they spend too much time grading student work?

What if we could show your teachers a way to do all of this while saving them time and transferring the work of learning to their students through the use of EduProtocols™? What if we also told you these protocols and strategies are research-based and classroom-proven?

What are EduProtocols™?

EduProtocols™ were created by Jon Corippo and Marlena Hebern to address the need for students to engage in deeper learning using technology as a tool instead of an automation device. Since then, thousands of classrooms have converted to Four Cs centered instruction with EduProtocols™ as the foundation.

- EduProtocols™ are repeatable instructional lesson frames designed to engage students in learning through critical thinking, collaboration, communication, and creativity. The protocols leverage Google Slides, Google Docs, and other easily accessible digital tools to support student learning.
- EduProtocols™ can be used with any subject, any grade level with kindergarten through adult learners..
- EduProtocols™ are aligned with universal design for learning (UDL). EduProtocols™ provide the HOW when teachers need to meet the diverse needs of learners, provide multiple means of learning opportunities, build relationships with students, and address social-emotional learning.
- EduProtocols™ are backed by [Dr. Sonny Magana's T3 research](#) to support learners through production and contribution.

By their very nature, EduProtocol lesson frames are **adaptive** as the curriculum changes and students move from one topic to another in their studies. Once they have learned a particular lesson frame, the teacher is able to **repeat that lesson frame** with a variety of content. The workflow of each EduProtocol stays the same, allowing students to understand the process in order to stay focused on the learning of the content. EduProtocols™ are suitable for students across the grade span, from kindergarten through adult learners and allow the learner to engage with the Four Cs (collaboration, critical thinking, communication, and creativity) in a Universal Design for Learning (UDL) friendly format.

How do EduProtocols™ Work?

Teachers use the lesson frames to facilitate instruction with students. Students learn the lesson frame so that their focus is on content instead of how to do the lesson.

Teachers work less because lesson prep is fairly easy, often times using a blank slide for student work.

EduProtocols have become part of our district signature practices. Our teachers love the way the protocols shift the cognitive workload to the students. We're now seeing students mastering content with better retention using EduProtocols!



Michael Morrison
Chief Technology Officer
Laguna Beach Unified School District

Why work with us?

Our founding team brings together more than 100 years of combined classroom and leadership experience in innovative TK-12 schools. Our team is driven to inspire and empower teachers and students through a pedagogy first approach to instructional technology. We believe that learning can be fun, purposeful and engaging for students, but also for teachers.

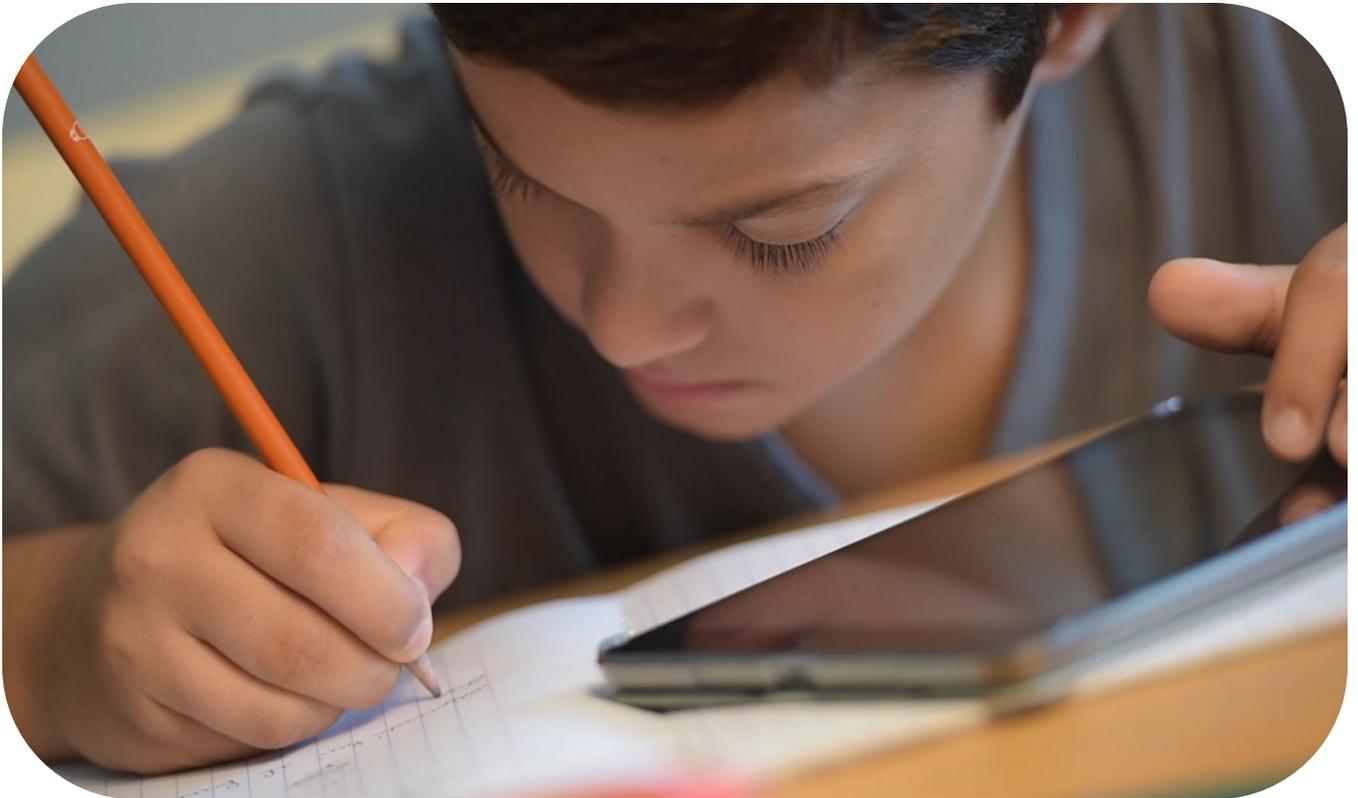
We strive to positively impact classrooms by providing highly energetic, effective and practical professional development, allowing teachers to create and collaborate on learning opportunities that they can take back and begin using immediately with their students.

Value Proposition

District goal alignment - Our pre-planning meeting is focused on ensuring any professional learning and classroom demonstrations are aligned to district goals for professional development and student learning outcomes.

Exceptional workshop facilitators - Our experienced team of educators create an engaging and purposeful learning environment for educators and/or staff members to learn, create, and reflect.

Thoughtful and engaging workshop sessions - Our workshops are created using years of experience and knowledge. Our purpose is to help educators learn, give them time to get hands-on, and provide an opportunity to reflect on their growth.



Scope & Services

Proposed Scope of Work

Learning Innovation Systems will provide Oxnard School District with the following high-quality professional learning supports:

Title: Introduction to EduProtocols™ professional development

Dates: August 12, 2023

Times: To be confirmed with district, 3 hour time block

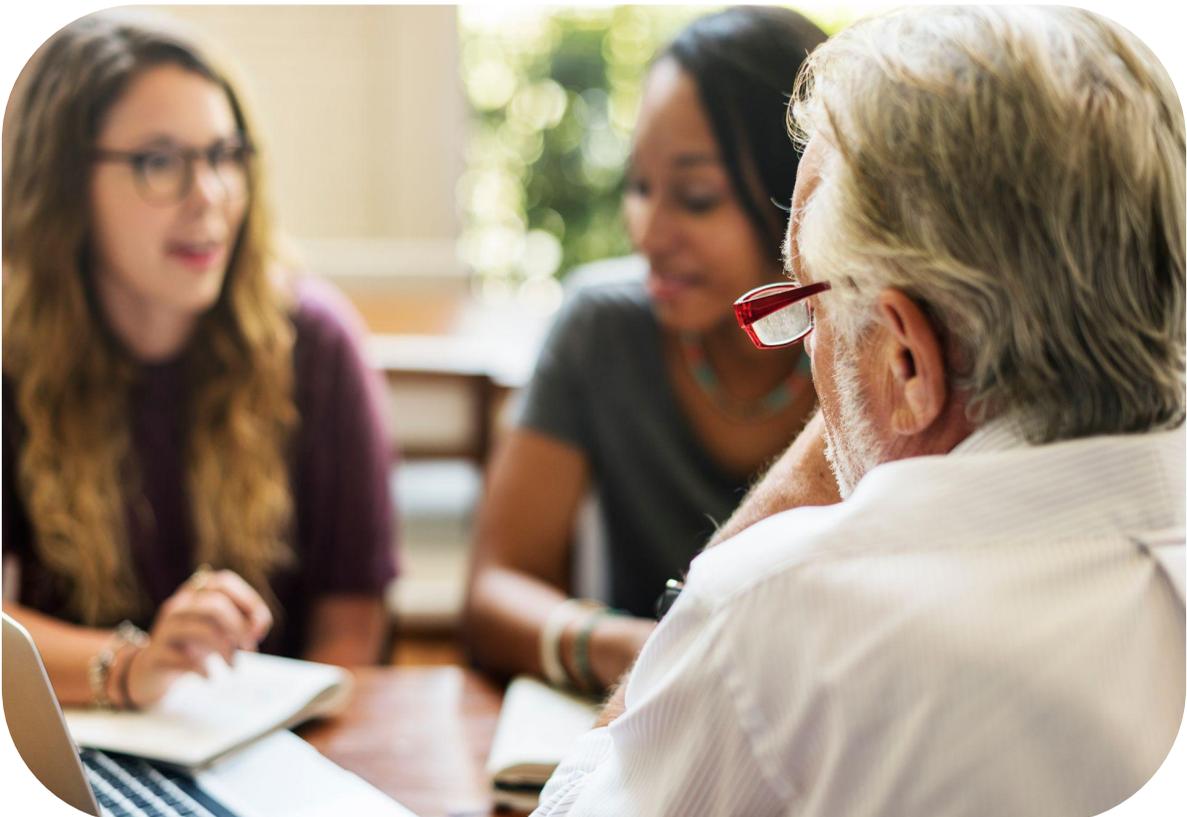
Audience: Grades TK-8 teachers

Capacity: Maximum of 50 staff

3 hour overview

During this interactive professional learning session, teachers will learn how to integrate EduProtocols™, various district technology tools, and the adopted curriculum to enhance lesson design and planning. The focus will be on promoting student skills in areas such as communication, collaboration, and other academic learning outcomes.

Throughout the three-hour session, teachers will engage in hands-on practice with three different EduProtocols™. Each of these will align with district goals and initiatives, and will be tailored with examples appropriate for different grade levels. The potential EduProtocols™ for demonstration may include Sketch & Tell, Iron Chef, Cyber Sandwich, and Thin Slides. However, the final selection of strategies will be decided in a planning meeting leading up to the professional learning day.



Your Investment

Compensation

Oxnard School District will compensate Learning Innovation systems for these services at the following rates:

DESCRIPTION	COST	NUMBER	SUBTOTAL
Professional development with Marlana Hebern Half day with one 3 hour block Cost is for the half day, inclusive of travel expenses.	\$3,000	1	\$3,000
Total			\$3,000

Payment Terms

Following the professional development day Learning Innovation Systems LLC will create that will be sent via email to the customer billing contact. Invoices are due within 30 calendar days of service. Acceptable payment methods include checks, electronic funds transfers, and wires. Credit card payments are accepted via Quickbooks Online.

Conditions

Oxnard School District will host each training event in an appropriate training facility equipped with projectors, screens, and robust wireless Internet access in each room.

Copyright

In lieu of traditional copyright, all original materials (such as agendas, handouts, and presentation slides) related to these services will be licensed under the Creative Commons Attribution- ShareAlike 3.0 license. Attribution will be reserved by Learning Innovation Systems, LLC. For more information on this license visit:

<http://creativecommons.org/licenses/by-sa/3.0/>

Participant Information

In the course of producing this professional development, Learning Innovation Systems, LLC will only collect staff contact information to be used in the promotion of shows, content, and updated resources available through EduProtocols™ Plus. If participants provide their information they can opt out of receiving emails from Learning Innovation Systems, LLC at any time using the "unsubscribe" feature in any Learning Innovation Systems, LLC email.

Changes

Changes to this proposal may be arranged by mutual agreement in writing between Learning Innovation Systems, LLC and Oxnard School District .

Cancellation

Services may be cancelled by Learning Innovation Systems, LLC or Oxnard School District, with or without cause, by providing sixty (60) days written notice to the other party. Due to extenuating circumstances, services may be cancelled less than 60 days prior to the event upon mutual agreement between both parties.

Agreement

This proposal may serve as a letter of agreement between Learning Innovation Systems, LLC and Oxnard School District. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

Oxnard School District

Learning Innovation Systems, LLC

Signature: _____

Signature:

Name: _____

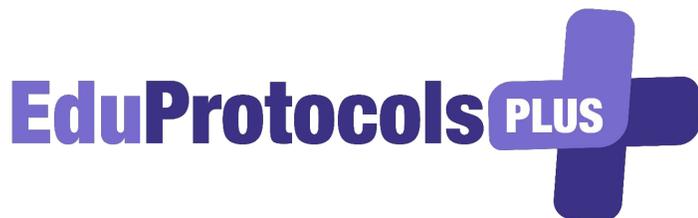
Name: Chris Bell

Title: : _____

Title: : Managing Partner

Date : _____

Date :



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-18 – Hatching Results, LLC (Fox/Nocero)

Hatching Results, LLC will design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices.

Hatching Results, LLC will provide professional learning, consultation with district school counseling leadership, copies of Hatching Results for School Counseling materials, and School Counseling program handbook.

Term of the Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

\$90,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-18 with Hatching Results, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-18, Hatching Results, LLC 2024-25 \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

HATCHING RESULTS® PROPOSAL FOR SERVICES 2024-2025

Oxnard SD, CA

Prepared by Terri Tchorzynski, Senior Director of Transformational Partnerships

03/18/2024



Service Plan Proposal & Costs

Thank you for your continued interest and investment in improving student outcomes through the school counseling program in partnership with Hatching Results. For over **20 years**, Hatching Results has provided high-quality training and consultation on the **American School Counselor Association (ASCA) National Model** and a **Multi-Tiered, Multi-Domain System of Supports (MTMDSS)** to thousands of school counselors and administrators in nearly every state and hundreds of school districts. In fact, Hatching Results leads the nation in providing multi-year, transformation partnerships specifically for building their comprehensive school counseling program and has provided Transformational Partnerships for over **175 districts in 31 different states** in the last five years.

This service proposal has been drafted to align to your district's desired objectives, recommendations for continuation, and budget parameters. It can be further customized to meet your needs and budget simply by increasing or decreasing the amount of professional learning and consultation provided or adding other services:

[Overview of Services](#) | [Online Courses](#) | [Equity-Focused Professional Learning](#) | [RAMP Support Services](#) | [Virtual Events](#)

Based on approximately 25 school counselors, administrators, and district leaders in attendance, the following pricing structure is unique to your district and the scope of work indicated and is inclusive of travel costs where applicable. Fees are related to the level and complexity of services provided by two professional learning specialists, the number of participants, and the level of data analysis and reporting. NOTE: *School administrators are strongly encouraged to participate.* We will collaborate with you to determine how best to include them in this service plan. **Pricing is subject to change; this proposal is valid for 60 days from this date.**

OXNARD SD PROPOSED SERVICE PLAN SY24-25

Service

Professional Learning (PL)	6 Days of In-Person Professional Learning for school counselors, administrators, and other critical partners. Includes 2 Professional Learning Specialists, pre-training consultation, "toolkit" slide presentations with yearlong access for all participants, "action period" extension activities, evaluation, and follow up reports. Inclusive of all preparation and travel expenses.
Consultation & Coaching	8 Hours of Virtual Consultation, Coaching, and/or Artifact Review which can be used by district leaders, school counselors, administrators, site teams, grade levels, or others to address district- or site-specific issues and receive technical assistance. Artifact review includes written feedback and recommendations (e.g. school counselor job description, performance evaluation, program handbook, website). Inclusive of preparation and follow up.
Materials & Tools	*CONTINUED* School Counseling Program Handbook with support for co-constructed development, roll-out, and sustainability planning (sample table of contents). 25 copies of The Use of Data in School Counseling (2e) for all participants and key district leads.

Cost: \$90,000

Upon signature and execution of the contract, Hatching Results will bill for 20% of the total contract amount to cover the costs for books and materials, travel, preparation time, etc. The remaining 80% will be billed in equal installments. We ask that the district ensures payment is made to Hatching Results within 30 days of receipt of invoice. Any outstanding payments past 60 days are subject to a 5% late fee on the billed installment.

We look forward to working with you and supporting your efforts to improve the delivery and outcomes of data-driven, comprehensive school counseling programs in your district. If you have questions about this proposal or wish to proceed with discussing a contract, contact Terri Tchorzynski, Senior Director, at terri@hatchingresults.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-19 – Restorative Justice Services, LLC (Fox/Nocero)

Restorative Justice Services, LLC, will provide Restorative Approaches training for OSD Staff. It will coach/collaborate with PBIS teams at each school site to support the implementation of restorative principles and integration of restorative approaches at school sites.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$44,700.00 – Learning Communities School Success Program Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-19 with Restorative Justice Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-19, Restorative Justice Services LLC \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
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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:

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

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

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- 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

Restorative Justice Services Oxnard School District Restorative Justice/Restorative Approaches Training School Year 2024-2025

Overview

The Essence of Restorative Practices

The essence of restorative practices is disarmingly simple: that human beings are happier, more productive and more likely to make positive changes in their behavior when those in positions of authority do things with them, rather than to them or for them.

Increasingly parents, caregivers and community groups are seeking out support and direction around managing the young people in their care. Building, enhancing and restoring relationships across any workplace, community group, school or culture, is absolutely essential for a strongly connected, empathetic, functioning society.

Restorative Approaches in Schools

Restorative approaches in schools are being sought as alternatives to more punitive disciplinary systems and procedures where often there have been little or no links between wrongdoers and those they have harmed, nor any real connections between the punishment and the actual offense.

Previous measures are also often failing to meet the relational needs of teaching and learning in 21st-century schools. Increasingly schools are finding restorative approaches more effective in establishing long-term lasting changes in relationships, more connecting of the members of a school community, more involving and hearing of victims, and more enhancing of climates of care within schools as a whole.

Punitive vs Restorative Responses

Punitive Responses	Restorative Responses
1. What rule has been broken? 2. Who is to blame? 3. What is the punishment going to be? 4. How long will the punishment last?	1. What happened? 2. Who has been affected? How? 3. What needs to be done to make it right? 4. What do we need to do to move forward?
Focus: Punishment	Focus: Accountability * Healing * Needs

Training & Coaching

Restorative Justice/Restorative Approaches Training

Three 3-Day In-Person Trainings

Ideal for Administrators, Counselors, Teachers, School Aids, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Community Building * Restorative Interventions & Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Low Conflict & High Conflict Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation

**This training prepares individuals to implement restorative approaches in the school community.

Cost: 25 People per training: \$12,000 x 3 trainings = \$36,000

RJ-RA Refresher – One-Day Training*

One 1-Day In-Person Training

The training is designed for and open to individuals who have completed Lyra Monroe's 3-Day RJ Training in previous years.

Review and Highlight Key Elements:

- Principles of Restorative Justice/Restorative Approaches
- Restorative Tools & Key Elements of Restorative Approaches
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Components of Facilitating Community Building Circles, Dialogues with Minor and Significant Disputes with Student, Parent, Staff

Community Building - Practice & Preparation:

- Community Building - Micro Level & Macro level
- Community Building Circles - Tools and Outlines
- Building Community Key Components
- Hands On/Experiential Learning and Preparation in Small Groups & Large Groups

Cost: \$4,500

RJ Coaching & Support District-Wide Meetings

Collaborate with trained school staff and PBIS teams at monthly meetings at the district office. Each meeting will engage attendees to discuss their initiatives at their school sites and provide an opportunity to practice and gain skills in restorative approaches.

Coaching and Support of School Staff will Include:

- Staff share their specific site initiatives (PBIS), strategies, and challenges
- Collaborate with staff to Integrate restorative principles and approaches within their systems.
- Offer encouragement and concrete suggestions
- Provide opportunities for groups to share ideas and gain support from each other
- Provide opportunities for hands-on practice facilitating different restorative approaches
- Provide opportunities to create lesson plans and share materials
- Provide additional support via phone/text for school staff as needed

Meetings to be held:

- September
- October
- November
- December
- February
- March
- May

Meetings; 7 meetings at the district office (this includes prep time, meeting time, drive time, supplies, texting/phone support, and additional support as needed).

Total: \$4200

Total Program Cost

Three 3-Day In-Person Trainings	\$36,000
One 1-Day In-Person Training	\$ 4,500
Seven RJ Coaching & Support Meetings	<u>\$ 4,200</u>
Total	\$44,700

Restorative Justice Services
Lyra D. Monroe
805/453-7219
rjrcenter@yahoo.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-20 – School Services of California (Mitchell)

School Services of California (SSC) represents school districts throughout the state of California with a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective. As a best practice in the state of California, these services are recommended in order to increase and improve staff efficiencies, and outcomes for students in the areas of legislative, facilities, fiscal, educational services, human resources, and special education, and are recommended in order to provide guidance and advice to the Superintendent and Cabinet.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

\$32,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Business Services, that the Board of Trustees approve Agreement #24-20 with School Services of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-20, School Services of California \(4 Pages\)](#)

OSD Agreement #24-20

AGREEMENT FOR SPECIAL SERVICES
Fiscal Advice, Budget Support, and Legislative and Budget
Advocacy

This is an agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2024.

RECITALS

WHEREAS, the Client needs assistance regarding fiscal advice, budget and facilities support, educational program planning and implementation guidance related to legislative proposals and actions, and at certain times, advocacy on its behalf; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform services as described on behalf of the Client:
 - a. Represent the Client before the Governor's Office, Legislature, various state departments, the State Board of Education, the Department of Finance, the State Controller, and others as may be appropriate. Convey, orally and in writing, the perspective of the Client on potential legislation, as determined by the Client. Any advocacy will be in coordination with and in consideration of the California School Boards Association (CSBA) and California School Business Officials (CASBO) alignment.
 - b. Provide the Client with legislative bills and bill amendments for review, with particular emphasis on planning and implementation strategies.
 - c. Provide a report every month during the legislative session identifying the location and latest action on bills upon which the Client has taken an interest or which have implications for the Client.
 - d. Provide the Client with updates on the latest developments in Sacramento as they pertain to State Budget development and education legislation. These updates would come in the form of emails, telephone calls, the *Sacramento Update* (a weekly newsletter published by the Consultant), and briefings by the Consultant.
 - e. As requested, meet with the Client on a regular basis through the contract period to provide budget and legislative updates that will impact the Client and require planning and implementation strategies.
 - f. Stay in regular telephone contact with the Superintendent or his designee relative to issues affecting the Client, including analysis of specific revenue or expenditure issues, analysis of specific educational program legislative or regulatory issues, and a quick query service to provide a telephone response to specific fiscal and legislative questions of the Client.

Client: Oxnard School District

Client #: 17550/S70 & S15

P.O.# _____

2. The Consultant agrees to perform such duties relating to school finance, including:
 - a. Electronic delivery of *Fiscal Report* articles containing information on issues of school finance, budgets, top legislative issues, and practices that impact local educational agency fiscal policies, as well as the Special *Fiscal Report* with an analysis of the Governor's proposals for the State Budget and K-12 education
 - b. Provision of the option for the Client to receive information via the Consultant's Internet website regarding major school finance and policy issues
 - c. Provision of an analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress as part of the *Fiscal Report*
 - d. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
3. In consideration of the services described in Items 1 and 2 above, the Client agrees to pay the Consultant for services rendered under this Agreement. The fee is calculated as follows:
 - a. \$24,000.00 annually for Fiscal Advice, Budget Support, and Legislative and Budget Advocacy, payable at \$2,000.00 per month, plus expenses, during the term of this 12-month Agreement, upon billing from the Consultant. Expenses are not to exceed \$4,000.00 annually. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, lodging, meals, shipping, and duplication of materials.
 - b. \$4,680 annually for Fiscal Budget Services, as indicated in Item 2, upon billing from the Consultant.
4. This Agreement shall be for a period of 12 months, beginning July 1, 2024, and terminating June 30, 2025. It may be terminated by either party prior to June 30, 2025, on 30 days written notice. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
5. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

Client: Oxnard School District
Client #: 17550/S70 & S15

P.O.# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____
Lisa A. Franz
Director, Purchasing
Oxnard School District

Date: _____

By: _____
Leilani Aguinaldo
Director, Governmental Relations
School Services of California Inc.

Date: _____

By: _____
John D. Gray
President/CEO
School Services of California Inc.

Date: _____

Contract period:

P.O. # _____

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2022-23 Next year 2023-24**

Electronic Version:

___ CADIE only \$500
___ SABRE only \$350
X CADIE & SABRE \$800

Hardcopy Version:

___ CADIE only \$600
___ SABRE only \$450
___ CADIE & SABRE \$1000

X Use the same districts as last year
___ Use districts of similar type and size
___ Use districts geographically close to mine
___ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2024, CADIE will be released in March 2025

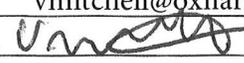
District Name: Oxnard School District

Contact Name: Valerie Mitchell

Address (no P.O. boxes please): 1051 South A Street, Oxnard, CA 93030

Telephone with extension: (805) 385-1501 ext. 2401

Email Address: vmitchell@oxnardsd.org

Signature: 

Print Name: Valerie Mitchell Date: 5-6-24

Assistant Superintendent, Business Services

By completing this Addendum A, and submitting with our contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #24-28 – Pepperdine University (Torres/Carroll)

This is an agreement between the Oxnard School District and Pepperdine University in which the District agrees to host student teaching and school counseling candidates and provide them with educational fieldwork experiences under the direct supervision and instruction of district staff. These University students are considered learners who are fulfilling specific degrees and/or credential requirements.

Term of Agreement: August 1, 2024 through June 30, 2027

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement #24-28 with Pepperdine University.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-28, Pepperdine University \(9 Pages\)](#)



Graduate School of Education and Psychology
DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University (“Pepperdine”) on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district (“District”). It is the parties’ intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University’s obligations under federal or state law regulation.

RECITALS

- A. Pepperdine has established an approved program (the “Program”) of directed teaching for training education students of the University;
- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of **Oxnard School District** in the training of students through the directed teaching experiences, which will provide a benefit to the public; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: 02/08/2024

PARTIES: Pepperdine University and **Oxnard School District**.

TERM: **From August 1, 2024 to June 30, 2027.**

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. \$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

_____ Stipend is to be paid directly to the District.

XXXX Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

1. Directed Teaching

- A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
- B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
- C. The term “directed teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
- D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student’s first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
- E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
- F. The term “session of directed teaching” as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six

(6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.

- G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.
- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
- I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed \$150 per student per session of terminated assignment.
- J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at \$150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
- K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.
- L. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.
- M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.

1. Minimum Insurance Requirements

A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:

i. Commercial General Liability (Minimum Requirement):
\$1,000,000 Combined Single Limit

ii. Coverage:
Premises/Operations
Liability Medical Payments
Liability
Personal Injury Liability

iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

i. Commercial General Liability (Minimum Requirement):
\$4,000,000 General Aggregate
\$2,000,000 Combined Single Limits

ii. Coverage:
Premises/Operations Liability Medical
Payments Liability Contractual Liability
Personal Injury Liability
Independent Contractors

iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

Graduate School of Education and Psychology

2. Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

The University shall have a policy of general liability and professional liability insurance (including personal injury with limits not less than \$2 million per loss and damage to property of others up to \$5,000 per incident), covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of university and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability. The district shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$2 million per claim per occurrence/ \$4 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the

internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

3. Indemnity

Indemnification: To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless Oxnard School 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 & expenses, including but not limited to, reasonable legal fees & 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 Oxnard School District, or loss or theft of such property, or damage to the Property done or caused by such persons. Oxnard School District assumes no responsibility whatsoever for any property placed on Oxnard School District premises by Provider, Provider's agent, employees, participants, vendors, customers, or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Oxnard School District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the Oxnard School District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional *act* or omissions of District, its officials, agents, or employees.

4. Miscellaneous

- A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.
- B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University
 Graduate School of Education and Psychology
 6100 Center Drive, 5th Floor
 Los Angeles, CA 90045
 ATTN: Teacher Preparation Program Director

Notice to District: Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.
- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.
- E. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.

- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- J. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

School District
Representative Lisa A. Franz, Director, Purchasing

Print Name

Signature

Date

Dr. Reyna García Ramos,
Program Director

Print Name

Signature

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-10 and Approval of Agreement #23-304, Kamala Chiller Replacement Project - Bon Air, Inc (Mitchell-Miller)

Formal bids were solicited for Bid #23-10, Kamala Chiller Replacement Project, pursuant to Public Contract Code 20110. One bid was received and opened at 2:00 p.m., Monday, May 9, 2024. The Bid Summary is attached.

FISCAL IMPACT:

\$166,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award of Bid #23-10 Kamala Chiller Replacement Project - Bon Air, Inc., in the amount of \$166,000.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-304, Bon Air, Inc. \(15 Pages\)](#)
[Bid Summary \(1 Page\)](#)



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.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

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

- 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:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____

OXNARD SCHOOL DISTRICT



School/Dept: Kamala
Project Description: Chiller Replacement
OSD BID NO. 23-10

Bid Opening: May 9, 2024 - 2:00 pm

BIDDERS	TOTAL BASE BID	
Bon Air Inc.	\$166,000. ⁰⁰	
Emcor Mesa Energy	\$200,700. ⁰⁰	
Smith Mechanical	\$166,783. ⁰⁰	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-177 – 360 Degree Customer, Inc. (DeGenna/Jefferson)

360 Degree Customer, Inc. provided supplemental staffing to the Oxnard School district on an “as needed” basis during the 2023-2024 school year. 360 Degree Customer, Inc. is responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District provided orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Speech Language Therapist Assistants
- Occupational Therapist
- Psychologist

FISCAL IMPACT:

Not to exceed \$700,000.00 (per the hourly rate sheet attached) - Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Superintendent, that the Board of Trustees ratify Agreement #23-177 with 360 Degree Customer Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-177, 360 Degree Customer Inc. \(4 Pages\)](#)
[Rate Card \(1 Page\)](#)

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the **5th day of June 2024**, between the **Oxnard School District (referred to as OSD)** located at 1051 South A Street, Oxnard, CA 93030

and **360 Degree Customer Inc** (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

- a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
- b. **Consultants will work for 5 days per week as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
 3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
 4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
 5. EQUIPMENT AND FACILITIES OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
 6. ASSIGNMENT Without the written consent of the OSD, this agreement is not assignable by the Consultant.
 7. NON-SOLICITATION OF EMPLOYEES: OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.
 8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
 9. TIME. Time is the essence of this agreement.
 10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
 11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
 12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.

13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD’s letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant’s status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant’s work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.
JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant’s services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.

PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. OXNARD SCHOOL DISTRCT

CONSULTANT

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Title: Director, Purchasing

Title: MANAGER - SALES

Address: Oxnard School District
1051 South A Street, Oxnard, CA 93030

Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054

Phone / Fax: Ph: 805-385-1501

Phone / Fax: Ph 408-234-8419, Fax 408-624-9355

E-Mail Address: lfranz@oxnardsd.org

E-Mail Address: leslie@360customer.com



RATE CARD

Speech Therapists	:	\$98 PER HOUR
Bilingual Speech Therapist	:	\$110 PER HOUR
Occupational Therapist	:	\$98 PER HOUR
Physical Therapist	:	\$98 PER HOUR
Psychologists	:	\$135 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses - RN	:	\$98 PER HOUR
- LVN	:	\$75 PER HOUR
Special Educational Teachers	:	\$98 PER HOUR
Para Educators	:	\$55 PER HOUR
RBTs	:	\$55 PER HOUR

360 Degree Customer Inc.

473 Sapena Ct. Suite #7, Santa Clara, CA 95054, Ph: 408-234-8419 Fax: 408-624-9355

Web site: www.360dtherapy.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-180 – AMN Healthcare Inc. (DeGenna/Jefferson)

AMN Healthcare Inc. provided supplemental staffing to the Oxnard School District on an “as needed” basis during the 2023-2024 school year. AMN Healthcare Inc. is responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district provided orientation, support, facilities, and training for service providers.

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 Superintendent, that the Board of Trustees ratify Agreement #23-180 with AMN Healthcare Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-180, AMN Healthcare Inc. \(15 Pages\)](#)
[Supplemental Agreement \(3 Pages\)](#)
[Exhibit A - Rate Schedule \(2 Pages\)](#)

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").

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on November 16, 2023, and terminate on June 30, 20~~25~~ 24. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

Oxnard School District

District

Attn: Danielle Jefferson

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

AMN Healthcare Inc.

Provider

Attn: Patrick O'Connor

2999 Olympus Blvd Ste 500

Street

Dallas, TX 75019

City, State, Zip Code

10. **WARRANTY.** Intentionally omitted.

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

23-180

- 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

AMN Healthcare Inc.

District

Provider

DocuSigned by:

Patrick O'Connor

07670D932745424...

By:

Signature

Signature

Lisa A. Franz

Patrick O'Connor

Name

Name

Director, Purchasing

President, School Solutions

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provide Supplemental Staffing to the Oxnard School District on an "as needed" basis per attached Exhibit A.

WORK SCHEDULE:

Per District Calendar

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>300,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>300,000.00</u>
Deposit	\$ <u>0.00</u>
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 accountspayable@oxnardsd.org and cgaribay@oxnardsd.org, Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

June 5

~~November 15~~ 24

Services Agreement Dated: _____, 2024

Provider: AMN Healthcare 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.

Patrick O'Connor President, School Solutions

Name/ Title of Authorized Representative

DocuSigned by:
Patrick O'Connor 5/23/2024

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.

Patrick O'Connor

Name/ Title of Authorized Representative

DocuSigned by:
Patrick O'Connor 5/23/2024

Signature/ Date

23-180

Contract Number

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: ^{DS} PO

**AMENDMENT TO SERVICES AGREEMENT BETWEEN
AMN HEALTHCARE, INC. AND OXNARD SCHOOL DISTRICT**

AMN Healthcare, Inc. ("Agency") and Oxnard School District ("District") entered into an agreement on or about November 15, 2023 (the "Agreement"). Effective November 15, 2023 ("Amendment Effective Date") the parties hereby enter into this Amendment to that Agreement ("Amendment") for the purpose of amending and modifying the terms of the Agreement. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms and conditions. Unless the context so indicates otherwise, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the parties desire to amend the Agreement accordingly as described herein.

NOW THEREFORE, the parties hereby agree to add the following:

1. CONFIDENTIAL INFORMATION.

- a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinicians' and prospective Clinicians' names and personal information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.
The foregoing notwithstanding, the parties agree where required by law, Agency may provide (i) an executed copy of this Agreement, and (ii) a full disclosure of charges and compensation under the applicable agreement to the governmental or regulatory authority set forth in the applicable law. The Client acknowledges that this Section constitutes notice of such disclosure, and no additional notification is required.
- b. Client shall not:
 - i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician Confidential Information to another business or a third party for monetary or other valuable consideration;
 - ii. retain, use, or disclose such Clinician Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and the Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to Client systems; or
 - iii. retain, use, or disclose such Clinician Confidential Information outside of the direct business relationship between the Agency and the Client.
- c. In addition, the Client agrees to use appropriate privacy and security measures to protect all Clinician Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician Confidential Information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician Confidential Information. The Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician Confidential Information. The Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. The Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. The Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.

- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 1 will survive any termination or expiration of this Agreement.

2. TIMEKEEPING; COMPENSATION OF CLINICIANS. Provider employees will enter time worked into an electronic timecard system designated by Provider. District will be billed for the exact time worked and time will not be rounded. District shall designate a representative to review and approve all time no later than each Monday by 2 p.m. PST. District's approval of Provider employees' time certifies that the hours submitted are correct, the work was performed to District's satisfaction and authorizes Provider to bill District for the hours worked by Provider employees. If District's designated representative fails to timely report time worked to Provider, all time submitted by Provider employees will be considered accurate and District shall be responsible for payment. If a Provider employee does not report to work for a scheduled shift due to illness or some other reason outside of District's control, District will not be billed for those hours. Make-up of lost time will be at the mutual agreement of District and Provider employee. Provider has responsibility for all compensation of Provider employees working at District's facility(ies) under this Agreement. Provider will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.

3. Travel Expense Reimbursement. Client shall pay AMN for Clinicians drive time at the applicable yearly IRS rate and mileage between student visits or school locations (excluding mileage from Clinician's home to first visit and last visit back to Clinician's home) in accordance with the current IRS guidelines.

4. CALIFORNIA (CA) PAY POLICY VERIFICATION Required for All AMN Healthcare California Clients

CALIFORNIA MEAL AND REST PERIOD OBLIGATIONS. District shall provide Provider employees who work in California meal and rest periods in accordance with California law.

Meal Periods

District shall provide Provider employees who work more than five hours in a day the opportunity to take an uninterrupted 30-minute meal period no later than the end of Provider employee's fifth hour of work. During the meal period, Provider employees must be relieved of all job duties and free to engage in personal activities. District shall permit Provider employees who work more than five hours but no more than six hours in a workday to voluntarily waive their meal period.

District shall provide Provider employees who work more than ten hours in a day the opportunity to take a second uninterrupted 30-minute meal period no later than the end of Provider employee's tenth hour of work. District shall permit Provider employees who work more than eight hours in a day to voluntarily waive one of the two meal periods by signing a meal period waiver form.

If District fails to provide the Provider employee with a meal period, the District will be billed at the regular hourly bill rate for the Provider employee's hours worked and an additional hour's pay for the meal period.

District shall utilize a technology platform to document that each Provider employee has received meal periods in accordance with applicable wage and hour laws, rules, or regulations, or that the Provider employee has voluntarily waived, missed, or taken a late or short meal period. The technology shall record the exact time punch and shall not round time. All instances where District cannot provide documentation of a Provider employee agreeing to a waived, missed, late, or short meal period shall be treated as a failure to provide a compliant meal period and the District will be billed accordingly.

Rest Periods

District shall authorize and permit Provider employees who work more than 3.5 hours in a work day the opportunity to take a paid ten (10) minute rest period for every four hours of work or major fraction thereof. A major fraction is over two hours of work. If the District fails to authorize or permit the Provider employees to take a rest period, the District will be billed at the regular hourly bill rate for all hours worked and an additional hour's pay for the rest period.

District acknowledges that Provider is entitled to rely, and will rely, on the accuracy of the representations, and that District shall be liable for any and all costs, including penalties and third-party claims, and judgments arising from or related to District's failure to comply with the obligations herein.

In the event of a conflict between the terms of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

AGREED AND ACCEPTED

OXNARD SCHOOL DISTRICT

AMN HEALTHCARE, INC.

By: _____
Signature

Lisa A. Franz
Printed Name

Director, Purchasing
Title

Date

DocuSigned by:
Patrick O'Connor
By: _____
Signature 07670D932745424...

Patrick O'Connor
Printed Name

President, School Solutions
Title

5/23/2024
Date

**SERVICE LINE EXHIBIT A
EDUCATION HEALTHCARE ASSIGNMENTS**

AMN Healthcare, Inc. (“Agency”) either directly or through its wholly owned subsidiaries will provide services in accordance with the Education Healthcare Staffing Agreement that was entered into by and between **Oxnard School District** (“Client”) and Agency on or about **September 1, 2023**, as modified by these additional terms. This Exhibit sets forth the terms for assignments effective as of **September 1, 2023** (the “Effective Date”).

SCHEDULE OF RATES. The Hourly Bill Rates listed below and will go into effect for anyone beginning an assignment or extension after the Effective Date. These fees include recruitment, housing and compensation for each Clinician placed with Client.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically.

Rate Schedule is subject to change based on changes in amounts payable to Clinician and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

<i>Specialty</i>	<i>In-person Bill Rate per Hour</i>	<i>Teletherapy Bill Rate per Hour</i>
Speech Language Pathologist (CCC-SLP)	\$94-\$118	\$94-\$112
Clinical Fellow Speech Language Pathologist (CF-SLP)	\$89-\$112	
Speech Language Pathologist Assistant (SLPA)	\$83-\$106	
Occupational Therapist (OT)	\$94-\$112	\$94-\$108
Certified Occupational Therapist Assistant (COTA)	\$83-\$100	
Physical Therapist (PT)	\$94-\$112	\$94-\$108
Physical Therapist Assistant (PTA)	\$83-\$100	
Registered Nurse (RN)	\$100-\$120	\$100-\$120
Licensed Practical Nurse (LPN)	\$70-\$90	
School Psychologist (SP)	\$112-\$142	\$106-\$142
Social Worker (SW)	\$100-\$124	\$94-\$124
Behavioral Analyst (BA)	\$112-\$142	\$106-\$142
Registered Behavioral Technician (RBT)	\$77-\$100	
Medical Assistant (MA)	\$71-\$94	

Conversion Fee Schedule. The Client agrees not to allow the Clinician to work at the Client part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time Client, Client’s affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Clinician received from the Agency, and Clinician has worked on behalf of Client through Agency less than 4,500 consecutive hours, Client agrees to pay Agency a hire fee based on a percentage of the Clinician’s annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Clinician to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client’s prior knowledge of said Clinician’s availability. Should Client directly refer Clinician to an affiliated organization for either permanent employment or temporary coverage, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client’s business. No fee applies where payment of such fee is prohibited by law. Client shall provide Agency 30 days prior written notice of its intent to directly hire a Clinician, including the date of anticipated hire.

Hours Worked by Clinical Provider	Fee Based on Percentage of Expected Annualized Base Salary
Less than 1,500 Hours	30%
1,501-3,000 Hours	20%
3,001-4,499 Hours	10%
4,500+ Hours	No Fee

Client Requirements Table. For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.
OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Background Check	Attestation for completion of 7-year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentiality agreement, IT security facility access, and related policies and procedures
Drug Screening	Attestation for completion of Standard 9 panel drug screen (does not include marijuana) prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #1 to Agreement #23-272 – WorldStrides (DeGenna/Shea)

On March 20, 2024, the Board of Trustees approved Agreement # 23-272 with WorldStrides in the amount of \$34,615.00, for fieldtrip services including transportation (air or motor coach), hotel accommodations, all meals, a daily guide (Course Leader or Tour Director), sightseeing activities, and immersive educational content for 2-Day advocacy overnight fieldtrip for the Superintendent Fellows to Sacramento, California from June 3, 2024 - June 4, 2024.

It is necessary to amend Agreement #23-272 via Amendment #1 in the amount of \$4,501.00 due to additional charges incurred after changes with lodging and flight arrangements, for a revised contract amount of \$39,116.00.

FISCAL IMPACT:

\$4,501.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Director, Enrichment & Specialized Programs, that the Board of Trustees ratify Amendment #1 to Agreement #23-272 with WorldStrides.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #1 \(1 Page\)](#)
- [Invoice 4-30-24 \(2 Pages\)](#)
- [Invoice 5-17-24 \(2 Pages\)](#)
- [Invoice 5-30-24 \(2 Pages\)](#)
- [Agreement #23-272, WorldStrides \(21 Pages\)](#)

**Amendment #1 to Agreement #23-272 with
WorldStrides
June 5, 2024**

On March 20, 2024, the Board of Trustees approved Agreement # 23-272 with WorldStrides in the amount of \$34,615.00, for fieldtrip services including transportation (air or motor coach), hotel accommodations, all meals, a daily guide (Course Leader or Tour Director), sightseeing activities, and immersive educational content for 2-Day advocacy overnight fieldtrip for the Superintendent Fellows to Sacramento, California from June 3, 2024-June 4, 2024.

It is necessary to amend Agreement #23-272 via Amendment #1 in the amount of \$4,501.00 due to additional charges incurred after changes with lodging and flight arrangements, for a revised contract amount of \$39,116.00.

WorldStrides:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



218 W. Water St, Ste. 400
Charlottesville, VA 22902

INVOICE

DATE: 4/30/2024
Trip #: 214850

DUE DATE: Upon Receipt

To: Oxnard School District
1051 S A Street
OXNARD CA 93030

PLEASE RETURN REMITTANCE COPY WITH YOUR PAYMENT

STATEMENT OF ACCOUNT			CHARGES / CREDITS	TOTAL DUE
Item	Qty	Amt		
Full paying participants	30	\$ 989.00	\$ 29,670.00	\$ 29,670.00
Double Rooms	28	\$ 78.00	\$ 2,184.00	\$ 31,854.00
Additional Air Fee	2	\$ 85.00	\$ 170.00	\$ 32,024.00
Payment by check #5007104973	1	\$ (34,615.00)	\$ (34,615.00)	\$ (2,591.00)
Single Rooms	2	\$ 156.00	\$ 312.00	\$ (2,279.00)
Additional Air Fee	1	\$ 95.00	\$ 95.00	\$ (2,184.00)
Single Rooms for Discounted Participants	3	\$ 78.00	\$ 234.00	\$ (1,950.00)
Standard Cancellations	4	\$ 989.00	\$ 3,956.00	\$ 2,006.00
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Balance Due				\$ 2,006.00

Make all checks payable to WorldStrides.

Mail in attention to Karen Montana, 218 W. Water Street, Suite 400 Charlottesville, VA 22906.

If you have any questions concerning this invoice, please call: Karen Montana @ 508-635-1533

If paying by Credit Card a 2% processing fee will be added to your payment unless your billing address is

international or in Connecticut, Maine, Massachusetts or Oklahoma.

If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

Supplier's Bank Information

Mailing address:	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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Domestic/International Wire Transfer Instructions

Transit Routing Number: <i>(for domestic use)</i>	011500120
SWIFT Code: <i>(for international use)</i>	CTZIUS33
Account Number:	1402478698
Bank Administrative Contact:	Wire Department, 1-877-471-1961

ACH Instructions

Transit Routing Number:	211070175
Account Number:	1402478698
Bank Administrative Contact:	ACH Department, 1-800-883-4224



218 W. Water St, Ste. 400
Charlottesville, VA 22902

INVOICE

DATE: 5/17/2024
Trip #: 214850

DUE DATE: Upon Receipt

To: Oxnard School District
1051 S A Street
OXNARD CA 93030

PLEASE RETURN REMITTANCE COPY WITH YOUR PAYMENT

STATEMENT OF ACCOUNT			CHARGES / CREDITS	TOTAL DUE
Item	Qty	Amt		
Full paying participants	29	\$ 989.00	\$ 28,681.00	\$ 28,681.00
Double Rooms	27	\$ 78.00	\$ 2,106.00	\$ 30,787.00
Additional Air Fee	2	\$ 85.00	\$ 170.00	\$ 30,957.00
Payment by check #5007104973	1	\$ (34,615.00)	\$ (34,615.00)	\$ (3,658.00)
Single Rooms	2	\$ 156.00	\$ 312.00	\$ (3,346.00)
Additional Air Fee	1	\$ 95.00	\$ 95.00	\$ (3,251.00)
Single Rooms for Discounted Participants	3	\$ 78.00	\$ 234.00	\$ (3,017.00)
Standard Cancellations	6	\$ 989.00	\$ 5,934.00	\$ 2,917.00
Payment by Check #5007105546	1	\$ (2,006.00)	\$ (2,006.00)	\$ 911.00
Small Group Adjustment	29	\$ 30.00	\$ 870.00	\$ 1,781.00
			\$ -	
			\$ -	
Balance Due				\$ 1,781.00

Make all checks payable to WorldStrides.

Mail in attention to Karen Montana, 218 W. Water Street, Suite 400 Charlottesville, VA 22906.

If you have any questions concerning this invoice, please call: Karen Montana @ 508-635-1533

If paying by Credit Card a 2% processing fee will be added to your payment unless your billing address is international or in Connecticut, Maine, Massachusetts or Oklahoma.

If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

Supplier's Bank Information

Mailing address:	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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Domestic/International Wire Transfer Instructions

Transit Routing Number: <i>(for domestic use)</i>	011500120
SWIFT Code: <i>(for international use)</i>	CTZIUS33
Account Number:	1402478698
Bank Administrative Contact:	Wire Department, 1-877-471-1961

ACH Instructions

Transit Routing Number:	211070175
Account Number:	1402478698
Bank Administrative Contact:	ACH Department, 1-800-883-4224



218 W. Water St, Ste. 400
Charlottesville, VA 22902

INVOICE

DATE: 5/30/2024
Trip #: 214850

DUE DATE: Upon Receipt

To: Oxnard School District
1051 S A Street
OXNARD CA 93030

PLEASE RETURN REMITTANCE COPY WITH YOUR PAYMENT

STATEMENT OF ACCOUNT			CHARGES / CREDITS	TOTAL DUE
Item	Qty	Amt		
Full paying participants	28	\$ 989.00	\$ 27,692.00	\$ 27,692.00
Double Rooms	26	\$ 78.00	\$ 2,028.00	\$ 29,720.00
Additional Air Fee	2	\$ 85.00	\$ 170.00	\$ 29,890.00
Payment by check #5007104973	1	\$ (34,615.00)	\$ (34,615.00)	\$ (4,725.00)
Single Rooms	2	\$ 156.00	\$ 312.00	\$ (4,413.00)
Additional Air Fee	1	\$ 95.00	\$ 95.00	\$ (4,318.00)
Single Rooms for Discounted Participants	3	\$ 78.00	\$ 234.00	\$ (4,084.00)
Standard Cancellations	6	\$ 989.00	\$ 5,934.00	\$ 1,850.00
Payment by Check #5007105546	1	\$ (2,006.00)	\$ (2,006.00)	\$ (156.00)
Small Group Adjustment	29	\$ 30.00	\$ 870.00	\$ 714.00
			\$ -	
			\$ -	
Balance Due				\$ 714.00

Make all checks payable to WorldStrides.

Mail in attention to Karen Montana, 218 W. Water Street, Suite 400 Charlottesville, VA 22906.

If you have any questions concerning this invoice, please call: Karen Montana @ 508-635-1533

If paying by Credit Card a 2% processing fee will be added to your payment unless your billing address is international or in Connecticut, Maine, Massachusetts or Oklahoma.

If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

Supplier's Bank Information

Mailing address:	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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Domestic/International Wire Transfer Instructions

Transit Routing Number: <i>(for domestic use)</i>	011500120
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Bank Administrative Contact:	Wire Department, 1-877-471-1961

ACH Instructions

Transit Routing Number:	211070175
Account Number:	1402478698
Bank Administrative Contact:	ACH Department, 1-800-883-4224



SERVICES AGREEMENT

R24-05033

P24-04639

Requisition Number

Purchase Order Number

23-272

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 20th day of March, 2024 by and between Oxnard School District (hereinafter referred to as "District") and WorldStrides, (hereinafter referred to as "Provider.")

PROVIDER.

WorldStrides

434-951-5037

Provider

Telephone Number

PO Box 9033

Fax Number

Street Address

Charlottesville, VA 22906

cindy@worldstrides.com

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.

23-272

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 June 3, 2024, and terminate on June 4, 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.~~

~~[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:

Oxnard School District

District

Attn: Ana DeGenna

1051 S A St.

Street

Oxnard, CA 93030

City, State, Zip Code

WorldStrides

Provider

Attn: Cindy Thomas

PO Box 9033

Street

Charlottesville, VA 22906

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:

Student Transportation \$5,000,000.00 combined single limit

Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit

- 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

Provider

By:

Lisa A. Franz
Signature

3-22-24

Lisa A. Franz

Name

Director, Purchasing

Title

Keith Johnson

Signature

Keith Johnson

Name

SVP Sales Operations

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provide field trip services and accommodations for 2-Day advocacy overnight field trip for Superintendent Fellows to Sacramento, California from June 3, 2024 - June 4, 2024.

WORK SCHEDULE:

N/A

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>34,615.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>34,615.00</u>
Deposit	\$ <u>0.00</u>
Balance Due after Completion of Services	\$ <u>0.00</u>

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

PAYMENT SCHEDULE:

Invoices to be sent to mnoriega@oxnardsd.org and llugodominguez@oxnardsd.org.
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: March 20, 20 24

Provider: WorldStrides

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.

Keith Johnson SVP Sales Operations
 Name/ Title of Authorized Representative
Keith Johnson March 22, 2024
 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.

Keith Johnson SVP Sales Operations
 Name/ Title of Authorized Representative
Keith Johnson March 22, 2024
 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.

KJ

Provider Initials: _____



January 30, 2024

Lisa Franz, Director of Purchasing.
Oxnard School District
OXNARD, CA 93030
Group # 302847-1

Dear Lisa,

Thank you for selecting WorldStrides to organize your educational travel program. As your Financial Services Representative, I am part of a professional team that is dedicated to making your program a success. Just as your Account Manager services your itinerary and tour related needs, I am dedicated solely to your group's accounting needs.

In that regard, please refer to the enclosed School Account Letter of Understanding. This letter provides a detailed checklist of items that we will jointly manage. In particular, please note that I have included guidelines concerning registration, collection/ remittance of monies, the optional Full Refund Program, as well as cancellation policies. As a friendly reminder, don't forget to mark your Full Refund Program selection on page two. In addition, for your convenience, I have detailed your specific payment schedule for your upcoming trip. After you have reviewed the Letter of Understanding, please retain a copy for your records and return the executed copy to me via email or fax 434-982-8748.

To make the accounting aspect of your trip as simple as possible, I am available by phone and email Monday through Friday between 8:30 a.m. and 5:00 p.m. EST. Feel free to contact me if you have questions, and I will be in touch with you periodically as well. I look forward to working with you in the coming season.

Regards,

Cindy Thomas
Financial Services Representative, School Accounts
Cindyt@worldStrides.com

SCHOOL ACCOUNT

**LETTER OF UNDERSTANDING
Oxnard School District
Group # 302847-1**

The Program Leader, **Lisa Franz, Director of Purchasing**, understands and agrees to perform the following:

- ✓ **Register** participants online at worldstrides.com using trip ID 214850 or **submit** completed and signed WorldStrides' registration forms with an accompanying deposit for each traveler in your group. If you anticipate that registrations will be delayed, please send a good faith deposit based upon the estimated number of travelers.
 - Please remember that the registrations of all travelers must be submitted no later than 100 days from trip departure.
- ✓ **Collect** all monies due from each traveler according to your payment schedule below.
- ✓ **Remit** monies in the form of a school/group check made payable to WorldStrides.
 - Please remind parents to remit all payments to you, the Program Leader. Monies received by WorldStrides from parents will be returned with a letter of explanation.

Payment Schedule

Amount Due	Due Date
\$49 (per participant)	02/27/24
Final Payment	03/20/24

- All registrants must become current with the group's payment plan at the time of registration.
- Purchase Orders are considered a 'promise to pay' and are not a form of payment. Purchase Orders may be accepted if the following conditions are met:
 - *Purchase Orders must be received at least two weeks prior to the group's payment due date in order to allow time for the school district to be invoiced and remit payment by the due date.*
 - *The School District's check-issuing requirements must be noted on the Purchase Order.*
- ✓ **Handle** all correspondence, revisions, and inquiries with your Financial Services Representative.
- ✓ **Inform** WorldStrides of the schools desire to purchase the Full Refund Program (please mark the appropriate box below).

Accepted _____	The school elects not to purchase Full Refund Programs for any participants and acknowledges that
----------------	---

Declined _____	all canceling participants will be subject to our Standard Cancellation Policy, outlined later in this document.
Accepted _____	The school elects to purchase the Full Refund Program. The Full Refund Program may be purchased for the entire group or for a specific number of participants.
Declined _____	Please bill the school for _____ # Full Refund Programs.

▪ **WorldStrides Full Refund Program Information:**

- The Full Refund Program (FRP) protects you/your participants' payments and provides a full refund* minus the cost of this program if you, the participant, school, or school's administration need to cancel up to 1 day prior to departure for any reason. Cancellations received less than one day prior to departure are under the Standard Cancellation Policy. Participation in this program is optional.
- The Full Refund Program (FRP) may be purchased for the entire group or for specific individuals. With this option, the school/Program Leader must pay the **\$149** program fee for each of the FRP's purchased along with the deposit.
- The option to enroll or decline enrollment in the Full Refund Program expires thirty (30) days from the date of this document.
- This program does not make refunds in the event the trip is canceled as a result of or following an act of God, war (whether declared or not), terrorism, civil unrest, or in the event of WorldStrides' bankruptcy, insolvency, or cessation of business.

*Returned check fees and the deposit are not refundable under FRP.

- ✓ Adhere to the following cancellation and non-refundable fee(s) policies:

▪ Standard Cancellation Policy without the Full Refund Program

Based Upon Days from Departure	Percentage retained by WorldStrides
More than 74 days	25%
45-74 days	50%
44 or less	100%

- Cancellation fees are NOT WAIVED for replacements.
- Cancellation fee is retained based on the WorldStrides' payment schedule, not on what the individual has remitted to the school.
- Fees and costs for the non-refundable/non-transferable deposit, the Full Refund Program, returned checks, and merchandise purchases are non refundable.

▪ WorldStrides non-refundable fees

Description	Amount
Non-refundable deposit	\$49 per participant
NSF – returned check	\$35 each check



If you have a Financial Contact, please complete the following information:

Financial contact name (please print): _____

Phone: _____ Fax: _____

Email address: _____

Please complete the following Program Leader information. Retain one copy for your records and return the executed Letter of Understanding to Cindy Thomas, Financial Services Representative. If you have any questions, please contact me.

Program Leader Contact Information

Program Leader name (please print): _____

Signature: _____

Phone : _____ Fax : _____

Email address: _____

Policies contained herein are only summaries and are not all inclusive. Please refer back to your registration letter other student invitation materials, and Policy Handbook for complete detail of policies.

Financial Services Representative: Cindy Thomas

Mailing address: WorldStrides P.O. Box 9033, Charlottesville, VA 22906

Email address: Cindyt@worldStrides.com

If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

Supplier's Bank Information

Mailing address:	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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Domestic/International Wire Transfer Instructions

Transit Routing Number: <i>(for domestic use)</i>	011500120
SWIFT Code: <i>(for international use)</i>	CTZIUS33
Account Number:	1402478698
Bank Administrative Contact:	Wire Department, 1-877-471-1961

ACH Instructions

Transit Routing Number:	211070175
Account Number:	1402478698
Bank Administrative Contact:	ACH Department, 1-800-883-4224

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-301 – University of Massachusetts Global (Torres/Carroll)

This is an agreement between Oxnard School District (OSD) and University of Massachusetts Global in which the District agrees to host student teaching and school counseling candidates and provide them with educational fieldwork experiences under the direct supervision and instruction of district staff. These University students are considered learners who are fulfilling specific degrees and/or credential requirements.

Term of Agreement: January 1, 2024 through June 30, 2027

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #23-301 with University of Massachusetts Global.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-301, University of Massachusetts \(14 Pages\)](#)



TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>
EARLY CHILDHOOD EDUCATION			<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Oxnard School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability

insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. Insurance:

1. Commercial General Liability Insurance: The University 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.
 2. Other Coverage as Dictated by the District: If any employee interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, the University 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.
 3. If professional services are offered, The University 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.
 4. Certificates of Insurance: The University 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.
 5. The University's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the Oxnard School 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 reasonable acceptable to the Oxnard School District.
 1. General Liability: CG 20 26 10 01
 2. Commercial Automobile: CA 20 48 10 13
 6. 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 Oxnard School District.
 7. Insurance written on a "claims made" basis is to be renewed by the University and all University's subcontractors for a period of 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 University for all claims made.
 8. Worker's Compensation Insurance: The University shall procure and maintain, during the term of the Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. The University shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.
- I. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation

between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

- J. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- K. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Oxnard School District
1051 South A St.
Oxnard, CA 93030
Attn: Dr. Natalia Torres
Phone: 805-385-1501

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- L. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- M. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- N. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- O. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 01/01/2024 and shall continue in full force and effect through 01/01/2027. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

OXNARD SCHOOL DISTRICT: Signature: _____
 Name: Lisa A. Franz
 Title: Director of Purchasing
 Date: _____

UNIVERSITY: Signature: _____
 Name: _____
 Title: _____
 Date: _____

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education
Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school-based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling

and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
 - J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the

achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

- O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
- P. Learning about Individual differences and student diversity.
- Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of

individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
 - a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.

- b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
- c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.
- d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
- e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 05, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-305 with PARS for Consultation Services for Supplementary Retirement Plan (Mitchell)

The administration offered a Supplementary Retirement Plan to eligible employees as a way to improve the district's fiscal position. Public Agency Retirement Services (PARS) is able to provide a retirement incentive program supplementing STRS/PERS and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code. At the April 17, 2024 Board meeting, the Board approved the implementation of the PARS Early Retirement Incentive. Agreement #23-305 with PARS are presented herewith for the Board's consideration.

FISCAL IMPACT:

Projected savings of \$15,371,877.00 over 5 years to the General Fund.

Term: January 17, 2024 to July 31, 2028. Automatically renews for successive twelve-month periods following the term unless canceled pursuant to the terms of the agreement. Automatically terminates following the benefit payment to the last surviving participant.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #23-305 with PARS as outlined above.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-305 PARS \(26 pages\)](#)



Dear Ms. Mitchell:

Enclosed you will find the documents required for the implementation and ongoing administration of the Oxnard School District's ("District") PARS 403(b) Supplementary Retirement Plan (SRP). Please review and complete these documents as described in the following checklist.

DOCUMENT CHECKLIST

① Execution Agreement & Addendum for Supplementary Retirement Plan

The Execution Agreement outlines the terms of the District's PARS 403(b) Supplementary Retirement Plan, including eligibility requirements, benefit levels, and funding requirements. The accompanying Addendum for Supplementary Retirement Plan defines the terms and conditions of the District's PARS 403(b) Supplementary Retirement Plan and when combined with the Execution Agreement, modifies the District's 403(b) plan to include the PARS "supplemental" benefit program. **Upon review, please sign and date the Execution Agreement where indicated, and retain a copy of the completed Agreement and the Addendum with your 403(b) plan documentation.**

② Authorization to Pay Benefits/Contribution Schedule

The Authorization to Pay Benefits/Contribution Schedule authorizes the commencement of benefits for the named Participants to be paid through Pacific Life Insurance Company. **Upon review, please sign and date where indicated. Please retain a copy of the completed Authorization with the District's files.**

U.S. BANK CUSTODIAL FORMS

③ Authorized Signers Form

U.S. Bank is required to have an authorized signer/specimen signature form on file. **Upon review, please fill in your middle name (if applicable), email address and direct phone number, and sign and date where indicated.**

④ W-9 Request for Taxpayer Identification Number and Certification

The Custodian is required to have a completed Form W-9 on file. Please note, the address used on the Form must be the District's physical address.

PACIFIC LIFE GROUP TAX SHELTERED ANNUITY CONTRACT

⑤ Pacific Life Group Tax Sheltered 403(b) Annuity Contract Confirmation Letter, Standard Disclosures, Illustration of Benefits, Privacy statement

The above documents confirm the terms of the annuity purchase under a Master Annuity Contract for the named Participants enrolled in the District's PARS 403(b) Supplementary Retirement Plan. **Upon review, please sign and date where indicated.**



If you have any questions regarding the enclosed materials or the implementation process and ongoing administration of the District's PARS 403(b) Supplementary Retirement Plan, please feel free to contact me by telephone at (800) 540-6369 extension 143 or by email at awallace@pars.org.

Sincerely,

A handwritten signature in cursive script that reads "Amy Wallace".

Amy Wallace
Senior Coordinator, Plan Implementation

cc: Ryan Nicasio, Senior Vice President, PARS

EXECUTION AGREEMENT

Employer hereby adopts the Addendum for Supplementary Retirement Plan, which modifies the 403(b) plan of the Employer as identified below and agrees that the following provisions shall be incorporated as part of the Addendum and Plan.

EMPLOYER INFORMATION

Name of Employer: Oxnard School District

Federal Tax ID: 95-6002318

Employer's Address: 1051 South A Street, Oxnard, CA 93030

Telephone Number: 805-385-1501

Contact Person: Valerie Mitchell, MPPA, Assistant Superintendent, Business and Fiscal Services

Telephone/Extension: 805-385-1501 ext. 2401

E-mail: vmitchell@oxnardsd.org

Type of Organization:

K-12 Public School County Office of Education Community College Public College/University

Note: If Employer is not a public education organization, this document may not be used.

PLAN INFORMATION

1. Name of Employer's 403(b) Plan: Oxnard School District 403(b) Plan.

2. Effective Date: This Addendum is effective as of January 17, 2024.

3. Eligibility: Employees that satisfy all the requirements as indicated below are eligible to receive Employer Contributions under this Addendum:

- is a Certificated Non-Management, Certificated Management, Classified Non-Management, or Classified Management Employee of the Employer as of January 17, 2024;
- has at least twenty (20) years of service with the Employer as of June 30, 2024;
- is at least age fifty-five (55) as of June 30, 2024;
- has resigned from employment with the Employer effective on or before June 30, 2024; and
- has applied for benefits under this Addendum.

Participants shall not be eligible for any other Employer sponsored retirement incentive programs. Participants shall not return to the Employer under a full-time contract without forfeiting their benefits under this Addendum.

4. Benefits Funded: The Employer shall fund a supplemental benefit under this Addendum for each Participant in the form of five (5) annual Employer Contributions into the Participant's 403(b) Annuity Contract held at Pacific Life Insurance Company. The sum of the Employer Contributions shall equal ninety percent (90%) of the Participant's Final Pay deposited in equal installments to the Participant's 403(b) Annuity Contract held at Pacific Life Insurance Company.

5. Final Pay: For purposes of calculating the Employer’s Contribution, “Final Pay” means: the Participant’s 2023-2024 Contract Salary (placement on the 2023-2024 salary schedule, inclusive of longevity) multiplied by the Participant’s current full-time equivalence (FTE).

6. Monthly Benefit Payment Options: Benefits are payable in the form of monthly payments as follows:

- Payments over life of Participant
- 100% joint and survivor payments over lives of Participant and Beneficiary
- Payments over life of Participant with a minimum guarantee of 10 years of payments
- Fixed term payments guaranteed over the term selected
- Other (Describe) _____

7. Benefits Begin: The first benefit payment shall be made as of: August 1, 2024, or as soon as administratively practicable thereafter.

8. Investment Provider: Any Annuity Contracts that meet the requirements of Section 403(b) of the Code issued by Pacific Life Insurance Company.

9. Plan Administration: The Addendum shall be administered by Phase II Systems, a California corporation doing business as Public Agency Retirement Services and PARS (“PARS”).

The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Addendum or Execution Agreement.

NOTE: Any modifications should be carefully reviewed by the Employer’s legal counsel to ensure that changes do not adversely affect the Plan’s qualification under Section 403(b) of the Code.

The Addendum and Execution Agreement are modified as follows: (Attach additional pages as necessary):

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

EMPLOYER

Print Name of Employer: Oxnard School District

By:  _____
8A28C4D4B1B94B8...

Print Name of Signer: Valerie Mitchell, MPPA

Title: Assistant Superintendent, Business and Fiscal Services

Date: May 10, 2024

Addendum For
Supplementary Retirement Plan

The 403(b) plan documentation that describes the terms and conditions of the Employer's 403(b) plan is hereby modified by this Addendum and the Execution Agreement related to this Addendum for those Participants that qualify for contributions pursuant to the attached Execution Agreement. This Addendum and Execution Agreement, when combined with the Employer's other 403(b) plan documentation, constitutes the entire 403(b) plan of the Employer.

Section 1 - Definitions

The following words and terms, when used in this Addendum to the Plan, have the meanings set forth below.

- 1.1 **Account Balance** means the total value credited to each Participant's account attributable to contributions made under this Addendum, including any earnings or losses of the Investment Products (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, less any distribution made to the Participant or the Participant's Beneficiary, if applicable. The Account Balance includes the value of any account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.2 **Addendum** means this separate addendum, and the benefits, terms and conditions set forth herein for certain eligible Employees, which is included as a part of the Employer's Plan.
- 1.3 **Administrator** means for purposes of administering the terms of this Addendum only, is Phase II Systems, a California corporation doing business as Public Agency Retirement Services and PARS. Notwithstanding this appointment, the Employer may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendor, or other organization.
- 1.4 **Beneficiary** means the designated person who is entitled to receive benefits under this Addendum to the Plan after the death of a Participant. The Beneficiary under this Addendum may be a different person or entity than the beneficiary designated under the Plan.
- 1.5 **Code** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.6 **Employee** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the Employee's compensation for performing services for a public school is paid by the Employer.
- 1.7 **Employer** means the public education organization identified in the Execution Agreement as the Employer.
- 1.8 **Employer Contributions** means the nonelective contributions made under this Addendum by the Employer as provided in the Execution Agreement.
- 1.9 **Execution Agreement** means the instrument related to this Addendum in which optional features related to the benefit provided under this Addendum are identified and by which the Employer executes this Addendum to the Plan.

- 1.10 **Funding Vehicle** means the Investment Product authorized by the Employer in the Execution Agreement used to fund the supplemental benefit provided under this Addendum.
- 1.11 **Investment Product** means any “Annuity Contract” that is a nontransferable contract meeting the requirements of section 403(b)(1) of the Code issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides that includes payment in the form of an annuity and any “Custodial Account” that meets the requirements of section 403(b)(7) of the Code, established for each Participant to hold assets of the Plan.
- 1.12 **Participant** means any individual for whom Employer Contributions, as provided under this Addendum, are or were made who has an Account Balance.
- 1.13 **Plan** means the 403(b) plan established by the Employer and identified as such on the Execution Agreement.
- 1.14 **Severance from Employment** means severance from employment with the Employer. A Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school.

Section 2 - Participation and Contributions

- 2.1 **Eligibility.** Each Employee that meets the eligibility requirements as selected in the Execution Agreement shall be a Participant under this Addendum.
- 2.2 **Contributions.** The Employer shall make nonelective Employer contributions for each eligible Participant determined in accordance with the Execution Agreement. Participants may not make contributions under this Addendum and have no cash alternative option from the Employer to the benefits provided under this Addendum. Contributions made under this Section 2.2 shall be deposited into the Investment Product designated by the Employer on the Execution Agreement for each Participant. If any Employer Contributions are made following an Employee’s Severance from Employment such contributions must satisfy all of the following conditions:
 - a. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.
 - b. Contributions shall be 100% vested at all times.
 - c. Contributions shall be based on “includible compensation” as defined in section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code.

Subject to paragraph a. above and applicable IRS regulations governing contributions made for former Employees, amounts not contributed by Employer to any former Employee’s 403(b) Account due to the contribution limitations of section 415(c) of the Code shall be contributed in the next plan year (and each succeeding plan year) until the Employer contributes all amounts due to Participant.

- 2.3 **Contributions Made Promptly.** Employer Contributions shall be deposited by Employer into the Investment Product within a reasonable period of time but in no event

later than thirty (30) days after the end of the Employer's standard work year for which such contributions were owed.

- 2.4 **Annual Contribution Limits.** The aggregate annual amount under the Plan, including this Addendum, for each Participant shall not exceed the amount permitted under section 415(c) of the Code. If any Employer Contributions cause a Participant's 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

Section 3 - Benefit Distributions

- 3.1 **Benefit Distributions.** Distributions of a Participant's Account Balance may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes disabled, or attains age 59½. The form and timing of distributions made hereunder shall be made in conformity with the terms of the Funding Vehicle and related enrollment and administrative forms completed by each Participant.
- 3.2 **Minimum Distributions.** Any Account Balances held hereunder are included as part of each Participant's total accumulated benefit under the Plan and must conform to the applicable minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder.
- 3.3 **Rollover Distributions.** If a Participant elects a form of distribution that qualifies as an eligible rollover distribution under section 402(c)(4) of the Code, then such Participant may elect to have his or her Account Balance paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse or former spouse of the Participant or alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code). The Investment Product provider is responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 4 – Investment Requirements

- 4.1 **Manner of Investment.** All Employer Contributions, property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in Annuity Contracts or Custodial Accounts established through the Investment Provider. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 4.2 **Identification of Investment Providers.** Administrator shall maintain a list of Investment Providers authorized to accept Employer Contributions under this Addendum. Such list is hereby incorporated as part of the Plan. Each Investment Provider and the

Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law and the obligation to continue to exchange such information shall continue even if Investment Provider ceases to be authorized to receive Employer Contributions hereunder. Administrator shall keep Investment Provider informed of the name and contact information of the Administrator to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 5 - Amendments to the Plan

- 5.1 **Termination of Contributions.** Employer has adopted the Addendum with the intention and expectation that contributions will be continuous. However, Employer has no obligation or liability whatsoever to maintain the Addendum for any length of time and may discontinue contributions under this Addendum at any time without any liability hereunder for any such discontinuance.
- 5.2 **Amendment.** Employer reserves the authority to amend this Addendum at any time, provided that any amendment which reduces the contractual rights or benefits under an Annuity Contract or Custodial Account shall apply prospectively only except as required under the Code and applicable regulations.

Section 6 – Miscellaneous

- 6.1 **Conformity with Plan.** Except where specifically provided to the contrary herein, the terms of this Addendum shall be construed and interpreted in a manner consistent with the terms of the Plan and any documentation establishing or supporting the Plan as a 403(b) plan that meets the requirements applicable to such plans. In the event any provisions of this Addendum conflict with the Plan, the terms of the Plan shall prevail.
- 6.2 **Limitations of Addendum Provisions.** This Addendum is intended to provide a supplemental benefit to eligible Participants as part of the Employer's Plan. However, the Plan includes features and conditions that are different than those applicable to Account Balances under this Addendum. The terms set forth in this Addendum shall determine the features, conditions and restrictions applicable to Account Balances hereunder. Features that may be provided under the Plan are not applicable to benefits provided under this Addendum unless expressly provided for. For example, this Addendum does not accept any contributions other than nonelective Employer Contributions and plan to plan transfers, contract exchanges, hardship withdrawals, loans, permissive service credits, lump sum payments and similar features that may be available under the Plan are not available under this Addendum.
- 6.3 **Non-Assignability.** Except as required to satisfy the requirements of section 414(p) of the Code relating to qualified domestic relations orders or to accommodate a lawful tax levy demand by the Internal Revenue Service, the interests of each Participant or Beneficiary under this Addendum are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest in their Account Balance, which payments and interest are expressly declared to be non-assignable and non-transferable.

- 6.4 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits under this Addendum is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts issued by the Investment Providers. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 6.5 **Mistaken Contributions.** If any Employer Contribution is made under this Addendum by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.
- 6.6 **Incorporation of Individual Agreements.** The Addendum, together with the Execution Agreement, the documentation establishing and maintaining the Plan and any Annuity Contracts and Custodial Accounts issued by authorized Investment Providers are intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Where any terms are inconsistent with this Addendum, the Plan or section 403(b) of the Code, the materials shall be interpreted, to the extent possible, in a manner to conform to the Addendum, the Plan and applicable requirements.
- 6.7 **Construction.** Headings of the Addendum have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 6.8 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Addendum. Each Participant shall look solely to the Investment Provider for receipt of payments or benefits under the Plan.

The Employer has evidenced its intent to adopt this Addendum by completing and signing the Execution Agreement which is a part of the Plan. This Addendum, the Execution Agreement, the Plan and any underlying Annuity Contracts and Custodial Accounts provided by Investment Providers authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

Authorization to Pay Benefits

Oxnard School District
Supplementary Retirement Plan (SRP)



Valerie Mitchell
Assistant Superintendent, Business & Fiscal Services
Oxnard School District

PARS | Public Agency Retirement Services
4350 Von Karman Ave., Suite 100
Newport Beach, CA 92660

By the authority vested in me as Plan Administrator, and pursuant to the provisions of the referenced plan, I authorize the commencement of benefits for the below named participants to be paid through the Pacific Life Insurance Company.

Participant List

#	Name	Effective Date	Option Choice	Benefit Amount
<u>Certificated Non-Management</u>				
1	Ambriz, Laura	8/1/2024	10	\$1,034.42
2	Amezcuca Ochoa, Martha	8/1/2024	5	\$1,836.01
3	Ayala, Maria	8/1/2024	5	\$1,786.83
4	Ballas, Stacy A	8/1/2024	5	\$1,811.42
5	Bernard, Margarita	8/1/2024	10	\$876.88
6	Canales, Susan	8/1/2024	7	\$1,260.40
7	Carrier, Stephen	8/1/2024	15	\$809.86
8	Chavez, Rosa Maria	8/1/2024	5	\$1,929.29
9	Chay, Maria	8/1/2024	10	\$968.63
10	Crowell, David G	8/1/2024	5	\$1,903.45
11	De Candia, Irma	8/1/2024	8	\$1,324.68
12	Desales, Marcela	8/1/2024	9	\$1,176.85
13	Dodge, Kristin	8/1/2024	5	\$1,786.83
14	Ekwall, Susan	8/1/2024	8	\$1,193.99
15	Espinoza, Maria	8/1/2024	10	\$1,020.38
16	Finney, Christine	8/1/2024	5	\$1,825.93
17	Fisher, Alisse	8/1/2024	10	\$1,020.38
18	Fries Hostka, Suzanne	8/1/2024	5	\$1,786.83
19	Galvan, Alvaro	8/1/2024	5	\$1,903.45
20	Ganoe, Melissa	8/1/2024	5	\$1,885.19
21	Johnson, Suzanne C	8/1/2024	5	\$1,860.60
22	Kelble, Sandra J	8/1/2024	5	\$1,836.01
23	Laubacher, Diana	8/1/2024	10	\$1,076.55
24	Lopez-Torres, Patricia	8/1/2024	5	\$1,851.77
25	Marks, Janet	8/1/2024	15	\$832.15
26	Martinez, Juan	8/1/2024	6	\$1,412.57
27	Martinez, Traci	8/1/2024	5	\$1,903.45
28	Miranda, Roxanne	8/1/2024	15	\$821.01
29	Moncayo, Silvia	8/1/2024	5	\$1,903.45
30	Montijo, Adele	8/1/2024	5	\$1,877.61

Authorization to Pay Benefits

Oxnard School District

Supplementary Retirement Plan (SRP)

**Valerie Mitchell**

Assistant Superintendent, Business & Fiscal Services

Oxnard School District

PARS | Public Agency Retirement Services

4350 Von Karman Ave., Suite 100

Newport Beach, CA 92660

31	Nateras, Leslie	8/1/2024	5	\$1,836.01
32	Olson, Derek T	8/1/2024	5	\$1,903.45
33	Oropeza, Patricia	8/1/2024	1	\$628.36
34	Otani, Anthony	8/1/2024	5	\$1,696.21
35	Poore, Amy	8/1/2024	5	\$1,980.97
36	Prado, Shirley	8/1/2024	7	\$1,365.86
37	Rosebro, Jeannie	8/1/2024	5	\$1,719.56
38	Tamsing, Maria M	8/1/2024	5	\$1,929.29
39	Taylor, Leslie A	8/1/2024	1	\$694.29
40	Torres, Carlos	8/1/2024	9	\$1,160.88
41	Vales, Karen	8/1/2024	5	\$1,737.65
42	Valle, Maritza	8/1/2024	2	\$517.70
43	Vettese, Roxanne	8/1/2024	5	\$1,929.29
44	Viveros, Beatriz	8/1/2024	8	\$1,227.31
45	Fidler, Sheryl	8/1/2024	1	\$827.54
46	Perales, Lucy	8/1/2024	3	\$660.43
47	Skinner, Maria M	8/1/2024	5	\$1,737.65
	<u>Certificated Management</u>			
48	Garcia, Mariana E	8/1/2024	8	\$1,571.35
	<u>Classified Non-Management</u>			
49	Ahumada, Sharon	8/1/2024	5	\$410.40
50	Anguiano, Ofelia R	8/1/2024	3	\$130.48
51	Camarena, Rosy	8/1/2024	5	\$765.40
52	Castilla, Angel	8/1/2024	2	\$285.27
53	Chavez, Beatriz	8/1/2024	5	\$709.57
54	Delgado, Yolanda	8/1/2024	5	\$416.58
55	Flores, Rosio	8/1/2024	5	\$697.93
56	Garrido Hernandez, Araceli	8/1/2024	5	\$901.00
57	Gonzales, Dario	8/1/2024	5	\$1,045.84
58	Hernandez, Arcelia	8/1/2024	5	\$488.81
59	Ladines, Virginia	8/1/2024	5	\$432.27
60	Lemos, Sara	8/1/2024	5	\$488.81
61	Leon Aguilar, Julio	8/1/2024	5	\$937.59
62	Nava, Lorraine	8/1/2024	5	\$488.81
63	Peraza, Jennie	8/1/2024	5	\$1,142.71
64	Perez, Maria	8/1/2024	5	\$410.40
65	Pina, Louis	8/1/2024	5	\$937.59

Authorization to Pay Benefits

Oxnard School District
 Supplementary Retirement Plan (SRP)



Valerie Mitchell
 Assistant Superintendent, Business & Fiscal Services
 Oxnard School District

PARS | Public Agency Retirement Services
 4350 Von Karman Ave., Suite 100
 Newport Beach, CA 92660

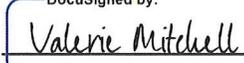
66	Rabago, Rosario	8/1/2024	5	\$1,006.43
67	Ramirez, Maria	8/1/2024	5	\$488.81
68	Rivera, Alfonso	8/1/2024	5	\$1,045.84
69	Sanchez, Martha	8/1/2024	5	\$488.81
70	Spence, Danita	8/1/2024	7	\$1,103.08
71	Teran, Alfred	8/1/2024	5	\$1,025.20
<u>Classified Management</u>				
72	Franz, Lisa A	8/1/2024	1	\$729.19
73	Valenzuela-Arenas, Dalia	8/1/2024	5	\$1,326.30

Contribution Schedule

The benefits provided under the Plan shall be funded for in five (5) annual contributions over a four (4) year period as follows:

#	Date	Amount
1	July 10, 2024	\$1,335,175.77
2	July 10, 2025	\$1,335,175.77
3	July 10, 2026	\$1,335,175.77
4	July 10, 2027	\$1,335,175.77
5	July 10, 2028	\$1,335,175.77

Authorization

DocuSigned by:

 Signature of PARS Plan Administrator

May 10, 2024
 Date

Assistant Superintendent, Business & Fiscal
 Title

Last Modified Date: 5/3/2024

Form - Authorized Signers U.S. Bank

Employer: Oxnard School District

Plan/Trust Name: Oxnard School District PARS 403(b) Supplementary Retirement Plan

Authorized Signers

In accordance with the provisions of the above referenced account, the following people are authorized on behalf of the Employer to direct U.S. Bank, N.A. to take action with regard to this account and hereby authorize and direct U.S. Bank, N.A. to act on directives signed by:

1. Print Full
Legal Name: Valerie J Minott-Mitchell
First Name Middle Name Last Name
Print Title: Assistant Superintendent, Business & Fiscal Services Email: vmitchell@oxnardsd.org
Signature:  Direct Phone Number: 805-385-1501 Ext. 2401

2. Print Full
Legal Name: _____
First Name Middle Name Last Name
Print Title: _____ Email: _____
Signature: _____ Direct Phone Number: _____

3. Print Full
Legal Name: _____
First Name Middle Name Last Name
Print Title: _____ Email: _____
Signature: _____ Direct Phone Number: _____

4. Print Full
Legal Name: _____
First Name Middle Name Last Name
Print Title: _____ Email: _____
Signature: _____ Direct Phone Number: _____

Authorized by:

I hereby acknowledge and represent that I am authorized on behalf of the Employer to provide this authorized signature form to U.S. Bank, N.A. This form shall remain in effect until it is changed or revoked in writing by the Employer. Any change or revocation of this form shall be effective upon U.S. Bank's receipt of such written notice.

Valerie Mitchell Assistant Superintendent, Business & Fiscal Services
Print Name of Authorized Signer for Employer Title of Authorized Signer for Employer

 May 10, 2024
Signature of Authorized Signer for Employer Date Signed

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oxnard School District</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ Education</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1051 South A Street</p> <p>6 City, state, and ZIP code Oxnard, CA 93030</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%;"></td> </tr> </table>			-							
		-									
	or										
	Employer identification number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;">95</td> <td style="width: 25%;">6002318</td> <td style="width: 25%;"></td> </tr> </table>	95	6002318								
95	6002318										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Valerie Mitchell</i> <small>DocuSigned by: Valerie Mitchell BA28C4D4B1B94B8...</small>	Date ▶ May 10, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



April 26, 2024

Valerie Mitchell MMPA
Assistant Superintendent, Business & Fiscal Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030

RE: OXNARD SCHOOL DISTRICT
PACIFIC LIFE GROUP TAX SHELTERED 403(b) ANNUITY CONTRACT G-28056.02.0001

Dear Valerie Mitchell:

We are pleased that the Oxnard School District has selected Pacific Life Insurance Company for their additional annuity purchase. This letter confirms the terms of the annuity purchase under a Master Annuity Contract G-28056.02.0001 as agreed to on April 24, 2024 for eight (8) participant of the Oxnard School District PARS Supplementary Retirement Plan (SRP) 403(b).

Five premiums will be paid by the Oxnard School District to Pacific Life Insurance Company through the PARS custodial account as follows:

Premium Due Date	Premium Amount 28056.02.0001
July 19, 2024	\$157,060.48
April 18, 2025	\$157,060.48
July 20, 2026	\$157,060.48
July 20, 2027	\$157,060.48
July 20, 2028	\$157,060.48

Interest at the Prime rate will be charged for late payment of scheduled premiums.

The annuity purchase is subject to the following specifications and/or assumptions:

1. The Oxnard School District PARS Supplementary Retirement Plan (SRP) 403(b) is a “qualified” plan.
2. California state premium tax at the “qualified” plan rate of 0.5% is included in the premiums.
3. No commissions are payable.
4. The Purchase Date is April 24, 2024, with an effective date of August 1, 2024. There will be a refund of premium for any death occurring prior to August 1, 2024. If a death benefit is to be paid by Pacific Life, the premium refund will be subject to an adjustment.
5. There are no retroactive benefit payments involved in this purchase.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive, Newport Beach, California 92660-6397 Tel(949)219-3011

April 26, 2024
Page 2 of 4

- 6. The annuity purchased is shown in the attached Illustration of Benefits.
- 7. Pacific Life will be responsible for tax reporting only for those months we actually issue individual checks to the annuitant. Annuitant data for benefit payment purposes has been received.
- 8. The benefit for the annuitant to be assumed by Pacific Life will be paid in the amount and in the annuity form as indicated in the attached Illustration of Benefits.
- 9. There will be no post-retirement death benefits other than those inherent in the annuity form/option elected.
- 10. There are no employee contributions.
- 11. There are no cost-of-living adjustments for this annuity.
- 12. This annuity cannot be surrendered for cash after purchase.

Any changes to the premium due to revision in the participant data or annuity specifications will be based on the same assumptions used in the original pricing, with the exception of the interest rate applicable to the “net” difference in premium. The rate used will be an impartially determined rate equal to the net pricing rate used for this annuity purchase, adjusted by the change from the date of purchase April 24, 2024 to the date on which revised calculations are completed, in the yield to maturity of the 10-Year U.S. Treasury Bond.

Pacific Life has been a major provider of guaranteed annuities for many years and is pleased to count the Oxnard School District as one of its valued clients.

Enclosed is our standard disclosure information. Please complete the form and return it as soon as possible to Mrs. Faith Hermann, Vice President, Plan Implementation. Also enclosed is our Privacy Statement to Customers.

This letter must be signed by a person authorized to represent the Plan for the purchase of annuities in the spaces provided below and returned to Pacific Life to my attention. Please retain a copy of the signed letter for your records.

Thank you for selecting Pacific Life for this annuity purchase.

Sincerely,

Leslie Malloy
Institutional Division
Pacific Life Insurance Company

Enclosures

cc: Mr. Patrick Pacheco, PARS

I HAVE READ AND UNDERSTAND THE CONDITIONS OF SALE AS OUTLINED IN THIS LETTER AND ACCEPT THE TERMS.

DocuSigned by:

 AUTHORIZED REPRESENTATIVE OF THE PLAN

May 10, 2024
 DATE

Assistant Superintendent, Business & Fiscal
 TITLE

April 26, 2024
Page 3 of 4

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-28056.02.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

If an Annuitant's date of birth (as it appears in the information provided to Pacific Life) is incorrect, the amount of Annuity Payment payable to such Annuitant shall be that which the portion of the gross premium paid to Pacific Life for such Annuitant would have purchased on the effective date of the Policy, had his or her correct date of birth been used. Any overpayment or underpayment by Pacific Life on account of any misstatement of date of birth shall, with interest thereon at five percent (5%) per annum, be charged against or added to the current or next succeeding payment or payments to be made by Pacific Life under this Policy.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 4.60 at the time of purchase. The reduction percentage under this part shall equal nine (9) times the amount by which T exceeds 4.60%, that is $[9 \times (T - 4.60\%)]$.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

DocuSigned by:
By: Valerie Mitchell
Plan Fiduciary

Date: May 10, 2024
ISSUE BRIEF FOR SINGLE PLAN SPONSOR



Our Privacy Promise

- **We do not sell information about you.**
- **We do not share your information with anyone for their marketing purposes.**
- **We only use your personal information to help maintain and grow the relationship you have with us.**

Privacy Notice to All

Whether you are a customer, prospective customer, or have another relationship with Pacific Life, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with consent directly from you, from one of our customers, from an organization with whom we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

- Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);
- Information we get with your consent from other third-party sources such as credit reporting agencies, information to verify employment or income;
- Information about your relationship and history with us;
- Medical or health information you permit us to receive from doctors or other health care providers;
- Information on your interactions with our websites

Pacific Life will provide you with an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

How Do We Use and Disclose Your Information?

We use and disclose information to provide you with customer service, to assist with the selection of the products or services we offer, to provide you our products or services, to develop or improve our products or services, for legal or compliance purposes, or as required or permitted by applicable law.

We may share information within our corporate family to service and grow the relationship we have with you. Additionally, we may provide information to individuals and entities with whom you authorize us to share such information. If necessary, we disclose information when it is required by law, for example, a filing to the Internal Revenue Service (such as Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud, including reports to regulatory or law enforcement agencies. We do not share medical or health information among our family of companies or with unrelated companies, except as needed to maintain and process your transactions.

Pacific Life may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose or as you authorize, we require the recipient to keep that personal information confidential and not use it for any purpose except performing the service. Categories of third parties that may be given access to your personal information will depend upon your unique relationship with us.

Examples of these categories include:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third-party administrators
- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

How Do We Protect the Security of Your Information?

We have policies that maintain the physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to your personal information is limited to those who need to know it to help service our relationship with you. Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. We will store your personal data in accordance with applicable laws or regulatory requirements and retain data for as long as necessary to fulfill those purposes for which the personal data was collected. If we no longer need to retain that information, we will dispose of it in a secure manner.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service and grow the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies because we do not sell your information.

How Do You Correct Your Information?

If you'd like to correct information that you provided to us, contact the appropriate customer service department as indicated on our [Contact Us](#) page. Our representative will make the appropriate adjustments to our records. If you wish to correct personal information provided to us by a third party (such as a consumer reporting agency) the representative will provide you with the applicable third-party's contact information.

You May Request Your Information

You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive and confirm your request.

All requests must provide sufficient information to allow us to reasonably verify your identity. We require a signed authorization form providing specific personal information that we should have on file for you. To verify your identity, we will compare the information provided to the information we have on file. Your name, address, and relationship with Pacific Life are mandatory data elements and will be used in combination with other information such as your policy/contract/account number, date of birth, social security number and email address. You do not need to create an account to request your information; request forms are available for [download](#) on www.pacificlife.com.

You may choose to authorize an agent to make a request on your behalf. In addition to submitting a request form, an agent must also supply one of the following documents:

- Court document showing authority to act on your behalf; or
- Copy of agreement/other document granting them authority to make requests on your behalf. (Subject to additional verification by Pacific Life Insurance Company)

For more information about submitting a request, please use one of the following methods:

- Call us at 877-722-7848, or
- Visit <https://www.pacificlife.com/home/privacy-and-other-policies/your-personal-information.html>

Confidentiality Practices for Victims of Domestic Violence or Abuse

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual's address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with "2L", please call 844-276-0193 from 9:00AM-8:00PM ET
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT
- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT
- For Pensions or Institutional Clients, please call 800-800-9534 from 5:30AM-2:00PM PT

Pacific Life, as referred to in this notice, means Pacific Life Insurance Company and its affiliates and subsidiaries, including, but not limited to, Pacific Life & Annuity Company, and Pacific Select Distributors, LLC.

Residents of California

The information below supplements Our Privacy Promise and applies to residents of the State of California. The California Consumer Privacy Act of 2018 (CCPA) defines categories of personal information as the following:

Information Categories and Examples	
<p><u>Personal Identity, Financial, and Personal Health</u></p> <ul style="list-style-type: none"> • Name • Alias • Address • Signature • Driver's license • Email address • Social Security number • Medical information • Health insurance information <p><u>Protected Classification Characteristics</u></p> <ul style="list-style-type: none"> • Race • Ancestry • Citizenship • Marital status • Medical condition • Physical or mental disability • Sex (including gender, gender identity) 	<p><u>Commercial Information</u></p> <ul style="list-style-type: none"> • Personal property • Products or service purchased <p><u>Biometric Information</u></p> <ul style="list-style-type: none"> • Genetic characteristics • Physiological characteristics • Biological characteristics <p><u>Internet or Other Similar Network Activity</u></p> <ul style="list-style-type: none"> • Information on your interaction with our websites <p><u>Sensory Data - Audio, Electronic, Visual, Thermal, Olfactory or similar information</u></p> <ul style="list-style-type: none"> • Voice & Video Recordings • Photographs <p><u>Professional or Employment-Related Information</u></p> <ul style="list-style-type: none"> • Current or past job history <p><u>Inferences Drawn from Personal Information</u></p> <ul style="list-style-type: none"> • Profile created by analyzing information provided (for example, underwriting analysis)

Pacific Life obtains the categories of personal information listed above from the following categories of sources:

- Directly from you or someone on your behalf
- Healthcare professional or firm
- Financial service professional or firm
- Publicly available records
- Family member, dependent or beneficiary
- Other third parties (e.g., consumer reporting agency, credit reporting agency, staffing agency, companies that provide services to us)
- Analytical technology (e.g., internet usage, cookies, or automated underwriting technology)

Pacific Life may disclose all categories of personal information as necessary or appropriate with the following categories of third parties:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third-party administrators

Pacific Life may disclose Personal Identity, Financial, and Personal Health and Protected Classification Characteristics information as necessary or appropriate with the following categories of third parties

- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

You may request Pacific Life to delete personal information that we have collected and retained. Once we receive and confirm the request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We will not discriminate against you for exercising any of your rights. Please see **You May Request Your Information** section above for more information on how to submit a deletion request.

Please be aware that certain legal and regulatory requirements require us to retain your personal information for a specific period of time which may impact our ability to process your deletion request. If your policy/contract is currently in force, we are unable to process a deletion request as the information is required to service our relationship with you. If your policy/contract is not in force, we must retain the information for a period of time after the termination or application denial date of the policy/contract.

Updated 12/05/2022



April 26, 2024

Valerie Mitchell MMPA
Assistant Superintendent, Business & Fiscal Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030

RE: OXNARD SCHOOL DISTRICT
PACIFIC LIFE GROUP TAX SHELTERED 403(b) ANNUITY CONTRACT G-28056.52.0001

Dear Valerie Mitchell:

We are pleased that the Oxnard School District has selected Pacific Life Insurance Company for their additional annuity purchase. This letter confirms the terms of the annuity purchase under a Master Annuity Contract G-28056.52.0001 as agreed to on April 24, 2024 for sixty-five (65) participant of the Oxnard School District PARS Supplementary Retirement Plan (SRP) 403(b).

Five premiums will be paid by the Oxnard School District to Pacific Life Insurance Company through the PARS custodial account as follows:

Premium Due Date	Premium Amount
	28056.52.0001
July 19, 2024	\$1,108,508.97
July 18, 2025	\$1,108,508.97
July 20, 2026	\$1,108,508.97
July 20, 2027	\$1,108,508.97
July 20, 2028	\$1,108,508.97

Interest at the Prime rate will be charged for late payment of scheduled premiums.

The annuity purchase is subject to the following specifications and/or assumptions:

1. The Oxnard School District PARS Supplementary Retirement Plan (SRP) 403(b) is a “qualified” plan.
2. California state premium tax at the “qualified” plan rate of 0.5% is included in the premiums.
3. No commissions are payable.
4. The Purchase Date is April 24, 2024, with an effective date of August 1, 2024. There will be a refund of premium for any death occurring prior to August 1, 2024. If a death benefit is to be paid by Pacific Life, the premium refund will be subject to an adjustment.
5. There are no retroactive benefit payments involved in this purchase.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive, Newport Beach, California 92660-6397 Tel(949)219-3011

April 26, 2024

Page 2 of 4

6. The annuity purchased is shown in the attached Illustration of Benefits.
7. Pacific Life will be responsible for tax reporting only for those months we actually issue individual checks to the annuitant. Annuitant data for benefit payment purposes has been received.
8. The benefit for the annuitant to be assumed by Pacific Life will be paid in the amount and in the annuity form as indicated in the attached Illustration of Benefits.
9. There will be no post-retirement death benefits other than those inherent in the annuity form/option elected.
10. There are no employee contributions.
11. There are no cost-of-living adjustments for this annuity.
12. This annuity cannot be surrendered for cash after purchase.

Any changes to the premium due to revision in the participant data or annuity specifications will be based on the same assumptions used in the original pricing, with the exception of the interest rate applicable to the “net” difference in premium. The rate used will be an impartially determined rate equal to the net pricing rate used for this annuity purchase, adjusted by the change from the date of purchase April 24, 2024 to the date on which revised calculations are completed, in the yield to maturity of the 10-Year U.S. Treasury Bond.

Pacific Life has been a major provider of guaranteed annuities for many years and is pleased to count the Oxnard School District as one of its valued clients.

Enclosed is our standard disclosure information. Please complete the form and return it as soon as possible to Mrs. Faith Hermann, Vice President, Plan Implementation. Also enclosed is our Privacy Statement to Customers.

This letter must be signed by a person authorized to represent the Plan for the purchase of annuities in the spaces provided below and returned to Pacific Life to my attention. Please retain a copy of the signed letter for your records.

Thank you for selecting Pacific Life for this annuity purchase.

Sincerely,

Leslie Malloy
 Institutional Division
 Pacific Life Insurance Company

Enclosures

cc: Mr. Patrick Pacheco, PARS

I HAVE READ AND UNDERSTAND THE CONDITIONS OF SALE AS OUTLINED IN THIS LETTER AND ACCEPT THE TERMS.

DocuSigned by:

 AUTHORIZED REPRESENTATIVE OF THE PLAN

May 10, 2024
 DATE

Assistant Superintendent, Business & Fiscal
 TITLE

April 26, 2024
Page 3 of 4

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-28056.52.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

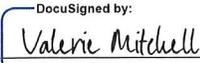
If an Annuitant's date of birth (as it appears in the information provided to Pacific Life) is incorrect, the amount of Annuity Payment payable to such Annuitant shall be that which the portion of the gross premium paid to Pacific Life for such Annuitant would have purchased on the effective date of the Policy, had his or her correct date of birth been used. Any overpayment or underpayment by Pacific Life on account of any misstatement of date of birth shall, with interest thereon at five percent (5%) per annum, be charged against or added to the current or next succeeding payment or payments to be made by Pacific Life under this Policy.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 4.60% at the time of purchase. The reduction percentage under this part shall equal three (3) times the amount by which T exceeds 4.60%, that is $[3 \times (T - 4.60\%)]$.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

By: 

Plan Fiduciary

Date: May 10, 2024

Our Privacy Promise

- **We do not sell information about you.**
- **We do not share your information with anyone for their marketing purposes.**
- **We only use your personal information to help maintain and grow the relationship you have with us.**

Privacy Notice to All

Whether you are a customer, prospective customer, or have another relationship with Pacific Life, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with consent directly from you, from one of our customers, from an organization with whom we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

- Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);
- Information we get with your consent from other third-party sources such as credit reporting agencies, information to verify employment or income;
- Information about your relationship and history with us;
- Medical or health information you permit us to receive from doctors or other health care providers;
- Information on your interactions with our websites

Pacific Life will provide you with an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

How Do We Use and Disclose Your Information?

We use and disclose information to provide you with customer service, to assist with the selection of the products or services we offer, to provide you our products or services, to develop or improve our products or services, for legal or compliance purposes, or as required or permitted by applicable law.

We may share information within our corporate family to service and grow the relationship we have with you. Additionally, we may provide information to individuals and entities with whom you authorize us to share such information. If necessary, we disclose information when it is required by law, for example, a filing to the Internal Revenue Service (such as Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud, including reports to regulatory or law enforcement agencies. We do not share medical or health information among our family of companies or with unrelated companies, except as needed to maintain and process your transactions.

Pacific Life may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose or as you authorize, we require the recipient to keep that personal information confidential and not use it for any purpose except performing the service. Categories of third parties that may be given access to your personal information will depend upon your unique relationship with us.

Examples of these categories include:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third-party administrators
- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

How Do We Protect the Security of Your Information?

We have policies that maintain the physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to your personal information is limited to those who need to know it to help service our relationship with you. Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. We will store your personal data in accordance with applicable laws or regulatory requirements and retain data for as long as necessary to fulfill those purposes for which the personal data was collected. If we no longer need to retain that information, we will dispose of it in a secure manner.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service and grow the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies because we do not sell your information.

How Do You Correct Your Information?

If you'd like to correct information that you provided to us, contact the appropriate customer service department as indicated on our [Contact Us](#) page. Our representative will make the appropriate adjustments to our records. If you wish to correct personal information provided to us by a third party (such as a consumer reporting agency) the representative will provide you with the applicable third-party's contact information.

You May Request Your Information

You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive and confirm your request.

All requests must provide sufficient information to allow us to reasonably verify your identity. We require a signed authorization form providing specific personal information that we should have on file for you. To verify your identity, we will compare the information provided to the information we have on file. Your name, address, and relationship with Pacific Life are mandatory data elements and will be used in combination with other information such as your policy/contract/account number, date of birth, social security number and email address. You do not need to create an account to request your information; request forms are available for [download](#) on www.pacificlife.com.

You may choose to authorize an agent to make a request on your behalf. In addition to submitting a request form, an agent must also supply one of the following documents:

- Court document showing authority to act on your behalf; or
- Copy of agreement/other document granting them authority to make requests on your behalf. (Subject to additional verification by Pacific Life Insurance Company)

For more information about submitting a request, please use one of the following methods:

- Call us at 877-722-7848, or
- Visit <https://www.pacificlife.com/home/privacy-and-other-policies/your-personal-information.html>

Confidentiality Practices for Victims of Domestic Violence or Abuse

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual's address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with "2L", please call 844-276-0193 from 9:00AM-8:00PM ET
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT
- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT
- For Pensions or Institutional Clients, please call 800-800-9534 from 5:30AM-2:00PM PT

Pacific Life, as referred to in this notice, means Pacific Life Insurance Company and its affiliates and subsidiaries, including, but not limited to, Pacific Life & Annuity Company, and Pacific Select Distributors, LLC.

Residents of California

The information below supplements Our Privacy Promise and applies to residents of the State of California. The California Consumer Privacy Act of 2018 (CCPA) defines categories of personal information as the following:

Information Categories and Examples	
<p><u>Personal Identity, Financial, and Personal Health</u></p> <ul style="list-style-type: none"> • Name • Alias • Address • Signature • Driver's license • Email address • Social Security number • Medical information • Health insurance information <p><u>Protected Classification Characteristics</u></p> <ul style="list-style-type: none"> • Race • Ancestry • Citizenship • Marital status • Medical condition • Physical or mental disability • Sex (including gender, gender identity) 	<p><u>Commercial Information</u></p> <ul style="list-style-type: none"> • Personal property • Products or service purchased <p><u>Biometric Information</u></p> <ul style="list-style-type: none"> • Genetic characteristics • Physiological characteristics • Biological characteristics <p><u>Internet or Other Similar Network Activity</u></p> <ul style="list-style-type: none"> • Information on your interaction with our websites <p><u>Sensory Data - Audio, Electronic, Visual, Thermal, Olfactory or similar information</u></p> <ul style="list-style-type: none"> • Voice & Video Recordings • Photographs <p><u>Professional or Employment-Related Information</u></p> <ul style="list-style-type: none"> • Current or past job history <p><u>Inferences Drawn from Personal Information</u></p> <ul style="list-style-type: none"> • Profile created by analyzing information provided (for example, underwriting analysis)

Pacific Life obtains the categories of personal information listed above from the following categories of sources:

- Directly from you or someone on your behalf
- Healthcare professional or firm
- Financial service professional or firm
- Publicly available records
- Family member, dependent or beneficiary
- Other third parties (e.g., consumer reporting agency, credit reporting agency, staffing agency, companies that provide services to us)
- Analytical technology (e.g., internet usage, cookies, or automated underwriting technology)

Pacific Life may disclose all categories of personal information as necessary or appropriate with the following categories of third parties:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third-party administrators

Pacific Life may disclose Personal Identity, Financial, and Personal Health and Protected Classification Characteristics information as necessary or appropriate with the following categories of third parties

- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

You may request Pacific Life to delete personal information that we have collected and retained. Once we receive and confirm the request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We will not discriminate against you for exercising any of your rights. Please see **You May Request Your Information** section above for more information on how to submit a deletion request.

Please be aware that certain legal and regulatory requirements require us to retain your personal information for a specific period of time which may impact our ability to process your deletion request. If your policy/contract is currently in force, we are unable to process a deletion request as the information is required to service our relationship with you. If your policy/contract is not in force, we must retain the information for a period of time after the termination or application denial date of the policy/contract.

Updated 12/05/2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of New Job Description: Teacher on Special Assignment (TOSA) – Equity, Diversity, and Inclusion Specialist (Torres/Fox)

Presented for the Board's consideration is the Teacher on Special Assignment (TOSA): Equity, Diversity, and Inclusion Specialist job description. The newly created job description will allow for a reassignment of resources within the Educational Services Department to address systematic needs and to provide additional support and to coordinate the successful implementation of equity initiatives, programs, and curriculum, as aligned with the district goals. If approved, this position will allow the Educational Services Department to better serve students, parents, teachers, principals, and other support staff within Oxnard School District.

FISCAL IMPACT:

Funding Source: Title I

There is no fiscal impact associated with the proposed reassignment of resources to fund the position in question. This is due to the abolition of another position within the department, resulting in a reallocation of existing resources.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: [TOSA-Equity Diversity and Inclusion Specialist \(three pages\)](#)



OXNARD SCHOOL DISTRICT

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

HUMAN RESOURCES

Title: Teacher on Special Assignment- Equity, Diversity, and Inclusion Specialist

Position Summary: Under the supervision of the Assistant Superintendent of Education Services or designee, the Equity, Diversity, and Inclusion (EDI) Specialist performs a variety of tasks to assist in coordinating the successful implementation of equity initiatives, programs, and curriculum as aligned with the district goals. The EDI Specialist coordinates the delivery of professional development opportunities for staff as it relates to diversity strategies and techniques for assessing and increasing student achievement. The EDI Specialist assists in developing multicultural strategies for instruction and participates in the implementation of equity, diversity, and inclusion initiatives. The EDI Specialist also provides direct support to teachers by facilitating meaningful conversations and guiding the integration of equity, diversity, and inclusion principles into classroom lessons and activities. The EDI Specialist acts in alignment with the district's administrative team and leadership team to create the school vision and priorities.

In addition to their performance goals, the EDI Specialist actively develops leadership skills and competencies. They actively seek growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences.

Essential Functions:

Under the supervision of the Assistant Superintendent of Education Services or designee, develop in the following skills:

1. Maintain school-wide focus on high standards of student achievement
2. Maintain curriculum standards; model OSD instructional guidelines
3. Manage process for analyzing data to increase student achievement
4. Coach and provide professional development opportunities related to the execution of effective instructional methods and programs
5. Work with families and the overall community to better serve students
6. Develop positive relationships within the school and OSD community
7. Actively participate in site and district teams
8. Attends meetings and extracurricular activities at the request of the Assistant Superintendent of Education Services or designee
9. Addresses issues and problems that arise in a principle-centered, creative, thoughtful and ethical way
10. Maintains confidentiality
11. Provides on-site and in-class support, co-teaching or collaborating with teachers

12. Provide model lessons as part of the coaching cycle, including (but not limited to) restorative and community circles
13. Assists with the development of educational resources to support teachers as appropriate
14. Perform other duties as designated by the Assistant Superintendent of Education Services or designee

Required Knowledge, Skills & Abilities:

1. Demonstrated commitment to students and learning
2. Understands and applies best practice and pedagogical theory
3. Experience with instructional leadership, including demonstrated knowledge of curriculum, instruction, assessment, and developing teachers
4. Excellent relationship-building and management skills
5. Strong problem-solving and consensus-building abilities
6. Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
7. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team
8. Knowledge of Equity, Diversity, and Inclusion Practices

Required Education, Credentials, and Experience:

Minimum education:

- Master’s degree (preferred)

Experience:

- 5+ years experience in a K-12 education setting (required)
- Evidence of previous site level leadership activities

Credentialing:

- Clear CA Teaching Credential (required)

What We Offer:

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

Work Year: 183 days (Teacher Calendar)

Follows SALARY SCHEDULE for CREDENTIALLED TEACHERS

OXNARD SCHOOL DISTRICT: Board Approved: June 5, 2024

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of New Job Description: Teacher on Special Assignment (TOSA) - Lead Biliteracy Instructional Specialist (Torres/Fox)

Presented for the Board's consideration is the Teacher on Special Assignment (TOSA): Lead Biliteracy Instructional Specialist job description. The newly created job description will allow for a reassignment of resources within the Educational Services Department to address systematic needs and to provide additional support and guidance for other Biliteracy Teachers on Special Assignment across the Oxnard School District. If approved, this position will allow the Educational Services Department to better serve students, parents, teachers, principals, and other support staff within Oxnard School District.

FISCAL IMPACT:

Funding Source: Title I

There is no fiscal impact associated with the proposed reassignment of resources to fund the position in question. This is due to the abolition of another position within the department, resulting in a reallocation of existing resources.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: [TOSA-Lead Biliteracy Specialist \(three pages\)](#)



OXNARD SCHOOL DISTRICT

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

HUMAN RESOURCES

Title: Teacher on Special Assignment-Lead Biliteracy Instructional Specialist

Position Summary: Under the supervision of the Assistant Superintendent of Educational Services or designee, the Lead Biliteracy Instructional Specialist provides assistance and guidance to classroom teachers and TOSAs in implementing the district's adopted core curriculum, with a specialized focus on biliteracy. This role plays a crucial part in advancing literacy development while integrating English Language Development (ELD) and fostering bilingual education across K-8 settings. The Lead Biliteracy Specialist aims to enhance student learning outcomes, particularly among English Learner (EL) students, students requiring intensive intervention, and students with disabilities (SWD), by providing targeted professional development, data analysis support, and instructional strategies within a biliteracy context. Acting in alignment with the Educational Services administrative and leadership team, the Lead Biliteracy Instructional Specialist contributes to the development of the district's vision and priorities.

In addition to their performance goals, the Lead Biliteracy Instructional Specialist actively develops leadership skills and competencies. They actively seek growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences with educational leaders across the Oxnard School District.

Essential Functions:

Under the supervision of the Assistant Superintendent of Educational Services or designee, develop in the following skills:

1. Maintain school-wide focus on high standards of student achievement
2. Maintain curriculum standards; model OSD instructional guidelines
3. Manage process for analyzing data to increase student achievement
4. Coach and provide professional development opportunities related to the execution of effective instructional methods and programs
5. Work with families and the overall community to better serve students
6. Develop positive relationships within the school and OSD community
7. Actively participate in site and district teams
8. Attends meetings and extracurricular activities at the request of the Assistant Superintendent of Education Services or designee
9. Addresses issues and problems that arise in a principle-centered, creative, thoughtful and ethical way
10. Maintains confidentiality
11. Provides on-site and in-class support, co-teaching or collaborating with teachers
12. Provide model lessons as part of the coaching cycle
13. Assists with the development of educational resources to support teachers as appropriate

14. Serves as a lead and mentor for TOSAs
15. Participates in 5 additional days of planning during the summer break
16. Perform other duties as designated by the Assistant Superintendent of Education Services or designee

Required Knowledge, Skills & Abilities:

1. Demonstrated commitment to students and learning
2. Understands and applies best practice and pedagogical theory
3. Experience with instructional leadership, including demonstrated knowledge of curriculum, instruction, assessment, and developing teachers
4. Excellent relationship-building and management skills
5. Strong problem-solving and consensus-building abilities
6. Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
7. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team
8. Knowledge of Equity, Diversity, and Inclusion Practices

Required Education, Credentials, and Experience:

Minimum education:

- Master's degree (preferred)

Experience:

- 5+ years experience in a K-12 education setting (required)
- Evidence of previous site level leadership activities
- Participation in the District Leadership Academy (preferred)

Credentialing:

- Clear CA Teaching Credential (required)
- Bilingual Cross-cultural Language and Academic Development (BCLAD) Certification.
- Certificate of Eligibility for Preliminary Administrative Services Credential or Preliminary Administrative Services Credential or current enrollment in Preliminary Administrative Services Credential Program (Preferred)

What We Offer:

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan,

disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

Work Year: 183 days (Teacher Calendar)

Follows SALARY SCHEDULE for CREDENTIALLED TEACHERS

OXNARD SCHOOL DISTRICT: Board Approved: June 05, 2024

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of an Administrative Service Credential Waiver for Jordan Rouss to Serve as Assistant Principal at Lopez Academy for the 2024-2025 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for an **Administrative Service Waiver**, for **Jordan Rouss**, to serve as an Assistant Principal at **Lopez Academy** for the **2024-2025** school year until the employee receives an **Administrative Service 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 Administrative Service Credential Waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waivers for Paulina Aldrete and Rosana Bader for the 2024-2025 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a **BCLAD Waiver**, as described under Education Code 44265.3, for **Paulina Aldrete and Rosana Bader**, to serve as Dual Language Instruction (DLI) teachers for the **2024-2025** school year until the employees receive a BCLAD.

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 **BCLAD Waivers**, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of Speech Language Pathologist Permit Waiver for Meghan Scarpino to serve as a Speech Therapist at San Miguel for the 2024-2025 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a **Speech Language Pathologist Permit Waiver**, for **Meghan Scarpino**, to serve as a Speech Therapist at **San Miguel** for the **2024-2025** school year until the employee completes a program.

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 **Speech Language Pathologist Permit Waiver**, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of New Classification, Job Functions, and Salary Range for Arts Instructor (Torres/Fuentes)

This new classification is grant funded and was requested by the Director of Certificated Human Resources. The goal of the grant and classification is to support students to develop artistic literacy through authentic processes that artists engage in, such as creating, performing, and responding, and highlight an inquiry-based approach.

The Arts Instructor is responsible for delivering instruction and preparing visual arts lesson plans in one or more specialized area (e.g., drawing, painting, illustration, photography, ceramics, sculpturing, graphic design, animation, film, etc.). The Arts Instructor will develop curriculum in a variety of capacities following the California Arts Standards. The California Arts Standards are designed to create a progression of student learning in the arts, developing each student's autonomy, technical artistic skills, and personal artistic voice.

This position was approved by the Personnel Commission on May 21, 2024.

FISCAL IMPACT:

Based on the compensation market analysis, this position is being allocated at range 29 on the Classified Salary Schedule. This would equate to an hourly rate of \$35.26-\$42.89. The position will be funded from Prop 28/ LCFF funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Arts Instructor at Range 29 on the Classified Salary Schedule, as presented.

ADDITIONAL MATERIALS:

Attached: [Arts_Instructor.pdf](#)
[2023-2024_CSEA_Salary_Schedule - Arts & Music Instructor.pdf](#)
[2023-2024 CSEA Salary Schedule bd approved 2023.pdf](#)



OXNARD SCHOOL DISTRICT

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

JOB DESCRIPTION

Arts Instructor

Purpose of Position

The Arts Instructor is responsible for delivering instruction and preparing visual arts lesson plans in one or more specialized area (e.g., drawing, painting, illustration, photography, ceramics, sculpturing, graphic design, animation, film, etc.). The Arts Instructor will develop curriculum in a variety of capacities following the California Arts Standards process of creating (Cr), performing/producing/presenting (Pr), responding (Re), and connecting (Cn). The California Arts Standards are designed to create a progression of student learning in the arts, developing each student's autonomy, technical artistic skills, and personal artistic voice. This position demands a profound grasp of artistic methodologies and educational fundamentals to nurture student creativity, skill refinement, and a passion for the arts.

Supervision

- Receives oversight from site Principal or designee.
- No formal supervisory responsibilities.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Develops lesson plans, presentations, exercises, activities, and feedback processes in visual arts to enable students to:
 - Generate and conceptualize artistic ideas and work (Cr).
 - Organize and develop artistic ideas and work (Cr).
 - Define and complete artistic work (Cr).
 - Select, analyze, and interpret artist work for presentation (Pr).
 - Develop and refine artistic techniques and work for presentation (Pr).
 - Convey meaning through the presentation of artistic work (Pr).
 - Perceive and analyze artistic work (Re).
 - Interpret intent and meaning in artistic work (Re).
 - Apply criteria to evaluate artistic work (Re).
 - Synthesize and relate knowledge and personal experiences to make art (Cn).
 - Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding (Cn).
- Establishes classroom rules to monitor and control student behavior.
- Provides technical assistance in the operation, adjustment, and maintenance of specialized equipment.
- Communicates with parents regarding student progress, behavior, or related matters.
- Plans, coordinates, and oversees student performances and exhibitions.
- Partners with community organizations and agencies for student exhibitions and performances.
- Arranges materials, supplies, and equipment for instructional activities.
- Orders and maintain supplies and equipment, ensuring adequate supply for instructional use.

- Promotes a safe and orderly learning environment by ensuring cleanliness in the classroom.
- Maintains a variety of student records and reports.
- Performs clerical duties such as filing, copying, and inputting information into systems.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- California Arts Standards.
- Specialized area in visual arts.
- Art history and culture.
- Methods and practices of instruction.
- Documentation methods and record keeping.

Skills in:

- Operation of specialized tools or equipment.
- Public speaking and content presentation.
- Verbal and written communication.
- Time and classroom management.

Ability to:

- Use sound judgment, patience, and courtesy with students.
- Be sensitive to culturally and linguistically diverse backgrounds.
- Establish cooperative relationships with students, parents, and staff.
- Work independently and collaboratively as part of a team.
- Learn and use technology and computer software applications.
- Drive automobile to deliver instruction at various school sites.

Minimum Qualifications

Education and Experience

A Bachelor's degree in Fine & Studio Arts, Design & Applied Arts, Visual & Performing Arts, or closely related field. Two years of professional experience in a visual arts environment. One year of experience teaching students in an educational environment is highly desirable.

Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 50 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work primarily in the classroom and other indoor and outdoor learning environments. Required to drive an automobile to conduct work, and have direct contact with students, parents, and other members of the public.

FLSA Status: Non-Exempt

Approval Date:



2023-2024 Active Classifications w/ Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 11 Child Nutrition Cafeteria Coordinator
- 3 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 18 After School Program Site Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 29 Music Instructor
- 29 Arts Instructor
- 26 Speech-Language Pathology Assistant
- 21 Preschool Teacher
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 8 Paraeducator - Special Education
- 7 Instructional Assistant - Special Ed. (SH)
- 7 Paraeducator III
- 6 Infant Program Assistant
- 6 Paraeducator II
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Preschool Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Maintenance Worker I
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 32 Site Technology Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.00 AVID Tutors

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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:

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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) \$16.00 per hour

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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

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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.

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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
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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
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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

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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

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AVID Tutor (exempt) \$15.50 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of New Classification, Job Functions, and Salary Range for Music Instructor (Torres/Fuentes)

This new classification is grant funded and was requested by the Director of Certificated Human Resources. The goal of the grant and classification is to support students to develop artistic literacy through authentic processes that artists engage in, such as creating, performing, and responding, and highlight an inquiry-based approach.

The Music Instructor is responsible for delivering instruction and preparing music lesson plans in one or more specialized areas (e.g., musical instrument, vocal performance, music technology, music theory & composition, etc.). The Music instructor will develop curriculum in a variety of capacities following the California Arts Standards. The California Arts Standards are designed to create a progression of student learning in the arts, developing each student's autonomy, technical artistic skills, and personal artistic voice.

This position was approved by the Personnel Commission on May 21, 2024.

FISCAL IMPACT:

Based on the compensation market analysis, this position is being allocated at range 29 on the Classified Salary Schedule. This would equate to an hourly rate of \$35.26-\$42.89. The position will be funded from Prop 28/ LCFF funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Music Instructor at Range 29 on the Classified Salary Schedule, as presented.

ADDITIONAL MATERIALS:

Attached: [Music_Instructor.pdf](#)

[2023-2024 CSEA Salary Schedule bd approved 2023.pdf](#)

[2023-2024_CSEA_Salary_Schedule - Arts & Music Instructor.pdf](#)



OXNARD SCHOOL DISTRICT

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

JOB DESCRIPTION

Music Instructor

Purpose of Position

The Music Instructor is responsible for delivering instruction and preparing music lesson plans in one or more specialized areas (e.g., musical instrument, vocal performance, music technology, music theory & composition, etc.). The Music instructor will develop curriculum in a variety of capacities following the California Arts Standards process of creating (Cr), performing/producing/presenting (Pr), responding (Re), and connecting (Cn). The California Arts Standards are designed to create a progression of student learning in the arts, developing each student's autonomy, technical artistic skills, and personal artistic voice. This position demands a profound grasp of artistic methodologies and educational fundamentals to nurture student creativity, skill refinement, and a passion for the arts.

Supervision

- Receives oversight from site Principal or designee.
- No formal supervisory responsibilities.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Develops lesson plans, presentations, exercises, activities, and feedback processes related to music to enable students to:
 - Generate and conceptualize artistic ideas and work (Cr).
 - Organize and develop artistic ideas and work (Cr).
 - Define and complete artistic work (Cr).
 - Select, analyze, and interpret artist work for presentation (Pr).
 - Develop and refine artistic techniques and work for presentation (Pr).
 - Convey meaning through the presentation of artistic work (Pr).
 - Perceive and analyze artistic work (Re).
 - Interpret intent and meaning in artistic work (Re).
 - Apply criteria to evaluate artistic work (Re).
 - Synthesize and relate knowledge and personal experiences to make art (Cn).
 - Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding (Cn).
- Establishes classroom rules to monitor and control student behavior.
- Provides technical assistance in the operation, adjustment, and maintenance of specialized equipment.
- Communicates with parents regarding student progress, behavior, or related matters.
- Plans, coordinates, and oversees student performances and exhibitions.
- Partners with community organizations and agencies for student exhibitions and performances.
- Arranges materials, supplies, and equipment for instructional activities.
- Orders and maintain supplies and equipment, ensuring adequate supply for instructional use.

- Promotes a safe and orderly learning environment by ensuring cleanliness in the classroom.
- Maintains a variety of student records and reports.
- Performs clerical duties such as filing, copying, and inputting information into systems.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- California Arts Standards.
- Specialized area in music.
- Musicology and ethnomusicology.
- Methods and practices of instruction.
- Documentation methods and record keeping.

Skills in:

- Operation of specialized music instrument or equipment.
- Public speaking and content presentation.
- Verbal and written communication.
- Time and classroom management.

Ability to:

- Use sound judgment, patience, and courtesy with students.
- Be sensitive to culturally and linguistically diverse backgrounds.
- Establish cooperative relationships with students, parents, and staff.
- Work independently and collaboratively as part of a team.
- Learn and use technology and computer software applications.
- Drive automobile to deliver instruction at various school sites.

Minimum Qualifications

Education and Experience

A Bachelor's degree in Music, Visual & Performing Arts, or closely related field. Two years of professional experience in a music environment. One year of experience teaching students in an educational environment is highly desirable.

Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 50 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work primarily in the classroom and other indoor and outdoor learning environments. Required to drive an automobile to conduct work, and have direct contact with students, parents, and other members of the public.

FLSA Status: Non-Exempt

Approval Date:

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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; Board Approved 10/18/2023



	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



2023-2024 Active Classifications w/ Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 11 Child Nutrition Cafeteria Coordinator
- 3 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 18 After School Program Site Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 29 Music Instructor
- 29 Arts Instructor
- 26 Speech-Language Pathology Assistant
- 21 Preschool Teacher
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 8 Paraeducator - Special Education
- 7 Instructional Assistant - Special Ed. (SH)
- 7 Paraeducator III
- 6 Infant Program Assistant
- 6 Paraeducator II
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Preschool Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Maintenance Worker I
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 32 Site Technology Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.00 AVID Tutors

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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
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Range 22	\$ 5,151.37	\$ 5,409.63	\$ 5,681.76	\$ 5,966.02	\$ 6,265.88
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Range 27	\$ 5,823.89	\$ 6,115.09	\$ 6,421.88	\$ 6,744.28	\$ 7,082.27
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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

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AVID Tutor (exempt) \$16.00 per hour

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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) \$16.00 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 05, 2024

Agenda Section: Section D: Action Items

Approval of Job Description Revisions for Paraeducator Special Education (Torres/Fuentes)

Based on the classification and compensation study, the Paraeducator – Special Education minimum qualifications and compensation are being revised to align with the market. The minimum qualifications are being revised from 1 year of required experience to 1 year of desired experience. The hourly minimum to maximum would be increased from \$21.12–25.69 to \$23.27-\$28.31. This revision was approved by the Personnel Commission on May 21, 2024.

FISCAL IMPACT:

Based on the compensation market analysis, this position is being allocated at range 12 on the Classified Salary Schedule. The hourly minimum to maximum would be increased from \$21.12–25.69 to \$23.27-\$28.31. The position will be funded from SPED funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees take action to approve the newly revised job description and increase in salary for Paraeducator - Special Education.

ADDITIONAL MATERIALS:

Attached: [Paraeducator_-_Special_Education_MQ_Revisions_Red_Line.pdf](#)
[2023-2024 CSEA Salary Schedule bd approved 10 2023.pdf](#)
[2023-2024 CSEA Salary Schedule bd approved 2023.pdf](#)

PARAEDUCATOR – SPECIAL EDUCATION

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

Definition

Under general supervision, provides instruction to individual or small groups of students in subject-matter areas to reinforce lessons to special education students; may assist speech therapists in assessing and providing services; may provide services to students with specialized behavioral and health needs; may provide assistance with personal hygiene; monitors and records student behavior and performance; may work one-on-one with and supervise an assigned student that has learning, emotional, physical and/or behavioral disabilities; may support small group and whole group instruction in collaboration with the special education or general education teacher; completes paperwork and creates classroom materials as needed for instruction and behavioral support; and performs related duties as assigned.

Distinguishing Characteristics Among Related Classes

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications which may appear otherwise similar.

The Paraeducator – General Education classification works under direction of a teacher or other certificated employee and assists in providing instructional reinforcement, preparing instructional materials and maintaining a safe and clean learning environment. This position is generally assigned to classrooms working with the general student population or TK/K classes.

The Paraeducator – Special Education classification works under direction of a teacher or other certificated employee and assists in providing instructional reinforcement, preparing instructional materials, and maintaining a safe and clean learning environment. This classification is generally assigned to work with students having special needs including: learning needs, behavioral and social-emotional needs, and physical limitations. This classification may be assigned to work with students having disabling conditions, including cognitive, behavior, and/or significant medical impairments. Students may require daily hygiene support. Incumbents are expected to assist classroom teachers by working with assigned students, in various subject matter areas, who are working on specific goals and objectives based upon their identified unique needs documented in the student's Individual Education Plan (IEP). Some positions may be assigned to support students one-on-one.

Supervision Received and Exercised

Receives supervision from site administrator; may receive supervision from the Director of Special Education, Manager of Special Education, or designee. Receives technical and work direction from the classroom teacher. No supervision is exercised.

Duties and Responsibilities

Essential responsibilities and duties may include, but are not limited to, the following:

1. Reinforce instruction for a classroom, and individual or small groups of students as directed by the teacher.
2. Under the direction of a teacher and in conformity with students' IEP goals and objectives, follows and implements associated treatment plans and protocols.
3. Assist individual or small groups with academic skills; listen to and reinforce instruction to individual in reading, spelling, math, social studies and other subjects.

4. Provide services to students with specialized needs; assist students who require personal and health care; may provide assistance with personal hygiene and other needs.
5. Observe and control behavior of students inside or outside of classroom according to approved procedures; report progress regarding student performance and behavior to teacher; assist students by providing proper examples, emotional support, friendly attitude, and general guidance.
6. Assist in lifting pupils in and out of wheelchairs, braces, and other orthopedic equipment; ensure all assistance is provided in a safe manner; assist in positioning pupils and in rendering various forms of personal care, such as toileting and diapering; assist children in dressing, bathing, and grooming as needed.
7. Assist children in and out of buses; accompany or assist children to and from school buses and in moving to and from activities on the school site.
8. May perform other duties as trained, to assist physically handicapped children such as suctioning to clear air passages, gastrostomy tube feeding, catheterization, colostomy and ileostomy care, oxygen administration and flow monitoring, emergency care, and other related forms of personal health care.
9. May assist students and teachers in the use of instructional software and related peripherals.
10. Prepare materials for classroom and instructional use and set up work areas, displays, and exhibits; operate a variety of educational equipment as needed.
11. Confer with teachers concerning programs and materials to meet students' needs.
12. Ensure the health and safety of students by following all health and safety rules; conduct general clean-up of work site.
13. Perform a variety of clerical duties such as preparation of instructional materials, administer, correct and record test results; take roll, maintain student profiles and other records of students as requested; maintain confidential student records and files.
14. Assists in maintaining a clean and orderly learning environment.
15. If assigned to the Infant Program, may travel to and interpret for non-English speaking parents/family members.
16. For positions designated bilingual, translate a variety of written materials from English to a second language and from that language into English; interpret and facilitate communication between staff and non-English speaking students and parents.
17. Perform CPR and First Aid as required.
18. Perform related duties and responsibilities as required.

Qualifications

Knowledge of:

- General needs, behavior, physical limitations, special needs, and emotional problems of students who may require personal or health care
- Behavior management techniques
- Methods and techniques of safely lifting and moving children with physical limitations
- Personal hygiene practices
- Health and safety and basic first aid techniques, including CPR
- Child guidance principles and practices as they relate to children with physical limitations
- Safe practices in school and playground settings
- Basic principles and practices of child development and child guidance

Ability to:

- Reinforce instruction to individuals or small groups of students as directed by the teacher
- Maintain confidentiality for the privacy and dignity of physically handicapped children
- Safely lift children in and out of school buses, wheel chairs, braces, and other orthopedic equipment

- Maintain emotional control in difficult situations
- Efficiently and effectively react to emergencies
- Serve as a role model, provide emotional support, and maintain a friendly attitude
- Perform routine clerical duties and maintain records
- Work independently with minimal direction
- Provide information and assistance to parents, the general public, and other staff members in a helpful, courteous, and timely manner
- Communicate clearly and concisely, both orally and in writing
- Understand and follow oral and written directions
- Establish and maintain effective working relationships with those contacted in the course of work
- React calmly under stressful situations and emergencies
- If assigned to the Infant Program, travel to multiple sites within the work day

Education and Experience

Consistent with the Every Student Succeeds Act of 2015, No Child Left Behind Act of 2001, and other related legislation, paraprofessionals working in a program supported with Title I funds must meet the following standards:

Education: The equivalent of graduation from high school and one of the following:

1. Completion of at least two years of study (48 semester units or 60 quarter units) at an institution of higher education; or
2. Attainment of an Associate of Arts degree or higher degree; or
3. Meeting a rigorous standard of quality by receiving a passing score in an examination administered by the Personnel Commission which demonstrates the knowledge and ability to assist in instructing reading, writing and mathematics.

Experience: One year of experience working with school-age children with special needs in an organized educational, health, childcare, or other structured setting is desirable.

Special Requirements, License or Certificate, as required by the individual assignment/position:

- Possession of, or ability to obtain, a valid California Driver's license.
- Possession of, or ability to obtain, a CPR and first aid certificate.
- Some positions in this classification may require bilingual certification and/or a special assessment of the ability to communicate clearly in English and/or Spanish.

Working Conditions

Environmental Conditions: Classroom environment; subject to traveling from site to site; indoor and outdoor recreational facilities; toilet, clean, diaper, and feed children with limitations.

Physical Conditions: Essential functions may require maintaining physical condition necessary for lifting and providing personal hygiene assistance and other duties related to the specific limitations of the children; sitting, walking, or standing for prolonged periods of time; near visual acuity to review written documentation; ability to hear and understand speech at normal room levels and on the telephone; manual dexterity to operate a telephone; lift horizontally and vertically, bend and stoop.

Appointment

In accordance with Education Code Section 45301, an employee appointed to this classification must serve a probationary period of six (6) months during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

Salary Range: 12



2023-2024 Active Classifications w/ Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 11 Child Nutrition Cafeteria Coordinator
- 3 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 18 After School Program Site Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 26 Speech-Language Pathology Assistant
- 21 Preschool Teacher
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 8 Paraeducator - Special Education
- 7 Instructional Assistant - Special Ed. (SH)
- 7 Paraeducator III
- 6 Infant Program Assistant
- 6 Paraeducator II
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Preschool Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Maintenance Worker I
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 32 Site Technology Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.00 AVID Tutors

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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.

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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) \$16.00 per hour

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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
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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
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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) \$16.00 per hour

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	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; Board Approved 10/18/2023



	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: June 05, 2024

Agenda Section: Section D: Action Items

Approval of Revised Confidential Compensation and Benefit Program: Salary Schedule (Torres/Mitchell)

The California Public Employees' Retirement System's (CalPERS) Employer Account Management Division has recommended adjustments to our district's salary reporting practices to align with the California Public Employees' Retirement Law (PERL) and related regulations. In accordance with their guidance, certain components of special compensation—specifically, the bilingual premium, longevity pay, and shift differentials—have been revised.

The revisions are essential to ensure compliance with PERL and CalPERS guidelines. By aligning our practices with regulatory standards, we uphold our commitment to fiscal responsibility and legal compliance.

FISCAL IMPACT:

Funding Source: General Fund

- 2022-23: \$2,400 (\$480 x 5 confidential employees)
- 2023-24: \$2,400 (\$480 x 5 confidential employees)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the revised Confidential Compensation & Benefit Program Salary Schedule, as recommended.

ADDITIONAL MATERIALS:

Attached: [Confidential Salary Schedule 06.05.2024 \(two pages\)](#)

CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

(Effective retroactive to 07/01/2022)

Salary Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Assignment to Step. Annual salary increments (steps) are effective on each anniversary date until the maximum step is reached on the assigned salary range.

Anniversary Increments. All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.

Monthly Increments in the amount of \$90 shall be added to the monthly compensation of the full time confidential employees beginning with the 6th, 9th, 12th, 15th, 18th, 21st years.

Confidential Premium. Compensation to rank and file employees who are routinely and consistently assigned to sensitive positions requiring trust and discretion will be provided a premium of \$373. Positions are listed below.

STEPS					
Range	A	B	C	D	E
1.0	\$3,485	\$3,661	\$3,842	\$4,037	\$4,236
1.5	\$3,576	\$3,750	\$3,942	\$4,136	\$4,343
2.0	\$3,661	\$3,842	\$4,037	\$4,236	\$4,446
2.5	\$3,750	\$3,942	\$4,136	\$4,343	\$4,565
3.0	\$3,842	\$4,037	\$4,236	\$4,446	\$4,675
3.5	\$3,942	\$4,136	\$4,343	\$4,564	\$4,791
4.0	\$4,037	\$4,236	\$4,446	\$4,675	\$4,913
4.5	\$4,136	\$4,343	\$4,564	\$4,791	\$5,031
5.0	\$4,236	\$4,446	\$4,675	\$4,913	\$5,149
5.5	\$4,343	\$4,565	\$4,791	\$5,031	\$5,281
6.0	\$4,446	\$4,675	\$4,913	\$5,149	\$5,409
6.5	\$4,565	\$4,791	\$5,031	\$5,281	\$5,548
7.0	\$4,675	\$4,913	\$5,149	\$5,409	\$5,678
7.5	\$4,791	\$5,031	\$5,281	\$5,548	\$5,818
8.0	\$4,913	\$5,149	\$5,409	\$5,678	\$5,964
8.5	\$5,031	\$5,281	\$5,548	\$5,818	\$6,109
9.0	\$5,149	\$5,409	\$5,678	\$5,964	\$6,263
9.5	\$5,281	\$5,548	\$5,818	\$6,109	\$6,417
10.0	\$5,409	\$5,678	\$5,964	\$6,263	\$6,572
10.5	\$5,548	\$5,818	\$6,109	\$6,417	\$6,741
11.0	\$5,678	\$5,964	\$6,263	\$6,572	\$6,902
11.5	\$5,818	\$6,109	\$6,417	\$6,741	\$7,078
12.0	\$5,964	\$6,263	\$6,572	\$6,902	\$7,249
12.5	\$6,109	\$6,417	\$6,741	\$7,078	\$7,433

Position	Workdays	Range
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0
Human Resources Analyst	261	10.0
Administrative Assistant to Director, Certificated Human Resources	261	7.5

Professional Growth. All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

Bilingual Stipend. Confidential positions which have officially been designated bilingual by the governing board and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a differential of three percent (3%) to their base salary.

Health and Welfare Benefits. Effective October 1, 2022, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

(Effective retroactive to 07/01/2022)

Disability Retirement Under PERS. Confidential employees with at least ten (10) years of service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

Health and Welfare Benefits for Retirees. For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) medical, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. Employees must be actively enrolled in medical, dental, vision, and life. These benefits will be provided until the retiree reaches the age of 69.

Confidential Employees hired on or after July 1, 2012, are not eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits. The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

Professional Organization Membership. The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

Salary increases of 10.0% retro 7/1/22

Rev. 06.05.2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 05, 2024

Agenda Section: Section G: Conclusion

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: June 05, 2024

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: June 05, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 31, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A