

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, August 7, 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 Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

August 7, 2024

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

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, will introduce Ismael Sosa Villalobos, 5th grade student at Driffill School, 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 Ariya Catalina Febrian, 4th grade student at Soria School, and in Spanish by Guadalupe Soto, 5th grade student at Driffill School.

A.4. Presentation on ELOP/Summer Programs

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, will provide a short presentation to the Board regarding the district's ELOP/Summer programs. 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. 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.7. 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
- OAH Case #2024040469

- Anticipated Litigation:

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

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

A.9. Report Out of Closed Session

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

A.10. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Brandon Arevalo, Manager, Special Education
- Maria Baro, Principal, Ramona
- Leticia Batista, Assistant Principal, Brekke/Ritchen
- Raudel Flores, Manager, Mental Health
- Jordan Rouss, Assistant Principal, Lopez
- Jamie Scharich, Assistant Principal, Lemonwood
- Carlos Valdovinos, Principal, Lemonwood

Section B: PUBLIC COMMENT/HEARINGS

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted

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

upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 4 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2023-2024 Quarterly Report on Instructional Materials and Facilities, Quarter 4, as presented.

C.2. Enrollment Report (Mitchell)

District enrollment as of June 14, 2024 was 13,529. This is 674 less than the same time last year.

C.3. Approval and Adoption of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board accept and adopt the June 2024 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with the adjustments to the Program for immediate implementation.

C.4. Approval of Resolution No. 23-27 Making Revised Environmental Findings to the CEQA Report in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution No. 23-27 Making Revised Environmental Findings to the CEQA Report in Connection with the Proposed Reconstruction of Fremont Middle School. This resolution was previously approved at the June 26, 2024 regular Board meeting. The accompanying report was found to contain a minor typographical error regarding school capacity, and the revised report is presented herewith for the Board's consideration.

C.5. Approval of the District's Submission of the 2024-25 Consolidated Application for Funding (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the District's submission of the 2024-2025 Consolidated Application for Funding, as presented.

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

C.6. Purchase Order/Draft Payment Report #24-01 (Mitchell/Reyes)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Interim Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-01, as submitted.

C.7. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

C.8. 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.9. Establishment and Increase of Hours 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 and increase of hours of positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.10. Approval of Agreement No. 24-26 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (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 Agreement No. 24-26 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School, August 8, 2024 to June 30, 2025, CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.11. Approval of Agreement #24-31 – Curriculum Associates, LLC (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-31 with Curriculum Associates, LLC. to provide virtual training on Strategies modules to teachers new to Ellevation or teachers who need a refresher course, district-wide, September 1, 2024 through June 30, 2025, in the amount of \$3,750.00, to be paid out of Title III Funds.

C.12. Approval of Agreement #24-35 – Nancy Paulson (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 #24-35 with Nancy Paulson, to conduct math training for the after-school program staff, August 8, 2024 through June 30, 2025, in the amount not to exceed \$32,300.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.13. Approval of Agreement #24-36 – SchoolPRPro (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant

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

Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-36 with SchoolPRPro, to provide virtual support for communication surveys and crisis communication for the Oxnard School District, August 8, 2024 through June 30, 2025, in the amount not to exceed \$10,000.00, to be paid out of Supplemental Concentration Funds.

C.14. Approval of Agreement #24-60 – Dr. Cory Hills / Percussive Storytelling (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 #24-60 with Dr. Cory Hills / Percussive Storytelling, to conduct workshops where students will create original stories, set them to music, and perform them for their classmates as part of the Expanded Learning Opportunities Programs and during the school day, August 8, 2024 through June 30, 2025, in the amount not to exceed \$237,624.00, to be paid out of ELOP Funds (\$126,800.00) and Title I Funds (\$110,824.00).

C.15. Approval of Agreement #24-65 with the California Teachers Association (CTA) for Maritza Avila to Serve as a Full-Time CTA Board Member from the 2024-25 through the 2026-27 School Years (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 #24-65 with CTA, for Maritza Avila to Serve as a full-time CTA Board Member from the 2024-25 through the 2026-27 School Years, as presented.

C.16. Approval of Agreement #24-73, Ventura County Public Health (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-73 with Ventura County Public Health, to provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, August 8, 2024 through June 30, 2025, at no cost to Oxnard School District.

C.17. Approval of Agreement #24-75 – Dynamic Education Services, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Superintendent that the Board of Trustees approve Agreement #24-75 with Dynamic Education Services, Inc., to develop and implement successful year-round Non-Public Agency (NPA) or Compensatory services throughout Oxnard School District, August 8, 2024 through June 30, 2025, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.

C.18. Approval of Agreement #24-78 – PRIDE Learning Co. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-78 with PRIDE Learning Co., to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department, August 8, 2024 through June 30, 2025, in the amount of \$50,000.00, to be paid out of Special Education Funds.

C.19. Approval of Agreement #24-79 – HopSkipDrive, Inc. (Mitchell/Galvan)

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-79 with HopSkipDrive, Inc., to provide supplemental transportation and coordination services to the Oxnard School District Transportation Department due to driver shortage, August 8, 2024 through June 30, 2025, in the amount not to exceed \$150,000.00, to be paid out of the General Fund.

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- C.20. Approval of Agreement #24-80– Interface Children and Family Services (Fox/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-80 with Interface Children and Family Services, to provide trained staff to work with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services, and Mental Health Services, August 8, 2024 through June 30, 2025, at no cost to Oxnard School District.
- C.21. Approval of Agreement #24-81, WestEd - Workshops (Fox/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-81 with WestEd, to provide two 90-minute in-person parent workshops to empower families on how to have conversations about race in their homes, October 1, 2024 and November 14, 2024, in the amount of \$6,000.00, to be paid out of Supplemental Concentration Funds.
- C.22. Approval of Agreement #24-82, WestEd (Fox/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-82 with WestEd, to provide professional development, coaching, technical assistance, and ongoing support during the implementation of Academic Parent Teacher Teams, August 8, 2024 – June 30, 2025, in the amount of \$54,000.00, to be paid out of Supplemental Concentration Funds.
- C.23. Approval of Agreement #24-83 – CJ Seto Support Services, LLC (Torres/Magaña)**
It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-83 with CJ Seto Support Services, LLC, to conduct chemical inventories at Frank, Fremont, and Lopez Intermediate Schools, and Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala K-8 schools, August 8, 2024 through June 30, 2025, in the amount of \$19,340.00, to be paid out of Safety Credits.
- C.24. Approval of Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-84 with Ventura County Office of Education, to provide Transportation Services for Special Education students as needed during the 2024-2025 school year, August 8, 2024 through June 30, 2025, in the amount of \$314,480.00, to be paid out of Special Education Funds.
- C.25. Approval of Agreement #24-85 – Hip Hop Mindset (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 #24-85 with Hip Hop Mindset, to provide photography and videography services covering school events, district events, and any other events requested by the district, as well as to manage and post content on the District's social media platforms, August 8, 2024 through June 30, 2025, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

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

C.26. Approval of Agreement #24-86 – Push Play P.E (Fox/Haber)

It is the recommendation of the Manager, Mathematics, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-86 with Push Play P.E., to provide on-site professional learning to K-8 teachers at Sierra Linda, August 12, 2024, in the amount of \$3,000.00, to be paid out of Title IV Funds.

C.27. Approval of Agreement #24-87 – VCOE – SELPA Physical Therapy Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-87 with Ventura County Office of Education/SELPA, to provide Physical Therapy Specialist Services to the Special Education Services Department, August 8, 2024 through June 30, 2025, in the amount not to exceed \$77,200.00, to be paid out of Special Education Funds.

C.28. Approval of Agreement #24-88 - VCOE SELPA – Orientation and Mobility Specialist Services 2024-2025 (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-88 with Ventura County Office of Education/SELPA, to provide Orientation and Mobility Specialist Services to the Special Education Services Department, August 8, 2024 through June 30, 2025, in the amount not to exceed \$44,000.00, to be paid out of Special Education Funds.

C.29. Approval of Agreement #24-89 – STAR of CA/ ERA Ed. (Fox/Shea)

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-89 with STAR of CA - ERA Ed., to provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis, August 8, 2024 through June 30, 2025, in the amount not to exceed \$1,025,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.30. Ratification of Agreement/MOU #24-72, Ventura County Office of Education (Fox/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #24-72 with the Ventura County Office of Education (VCOE), for VCOE to reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services, July 1, 2024 through June 30, 2025.

C.31. Ratification of Agreement #24-74 - Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP (5 students) (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #24-74 with the Ventura County Office of Education, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s) during the 2023-24 school year, including Extended School Year, for students #JV120313, #MP111618, #LJ071616, #EA061212, and #AP092219, in the amount of \$76,500.00, to be paid out of Special Education Funds.

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

C.32. Ratification of Agreement #24-76, Nigro & Nigro, PC – District’s Measure D Building Bond Audit Services (Mitchell/Nuñez)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees ratify Agreement #24-76 with Nigro & Nigro, PC, for providing audit services relative to the District’s Measure D Bond Building Fund for 2023-24 fiscal year, March 1, 2024 through March 31, 2025, in the amount not to exceed \$4,500.00, to be paid out of the Unrestricted General Fund.

C.33. Ratification of Agreement #24-77 – Every Special Child, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #24-77 with Every Special Child, LLC, for providing temporary staffing services to Oxnard School District students consistent with the student’s Individualized Education Program (IEP) in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language Pathologist Assistant, Special Education Teacher/DHH Teacher/VI Teacher, School Psychologist, and Occupational Therapist, July 1, 2024 through June 30, 2025, in the amount not to exceed \$1,000,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year Effective, July 1, 2024 (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024-25 Compensation/Salary Schedules for OSSA, CSEA, Confidential, and Certificated and Classified Management employees, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2023-24 compensation revisions for Management and Confidential employees, in the amount of \$965,255.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

D.3. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to Serve as a 6th-8th grade Resource Specialist Teacher at Kamala 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 the Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to Serve as a 6th-8th grade Resource Specialist Teacher at Kamala School for the 2024/2025 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of New Job Description: Teacher on Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support (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 new job description for Teacher on Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support, at an annual salary of \$60,636.00 - \$131,818.00 as per the OEA Salary Schedule, to be paid out of ELOP funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- May 15, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

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

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:

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, August 2, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 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: August 07, 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
 - OAH Case #2024040469
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 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: August 07, 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: August 07, 2024

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Brandon Arevalo, Manager, Special Education
- Maria Baro, Principal, Ramona
- Leticia Batista, Assistant Principal, Brekke/Ritchen
- Raudel Flores, Manager, Mental Health
- Jordan Rouss, Assistant Principal, Lopez
- Jamie Scharich, Assistant Principal, Lemonwood
- Carlos Valdovinos, Principal, Lemonwood

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 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: August 07, 2024

Agenda Section: Section C: Consent Agenda

2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 4 (Fox/Thomas)

The County Superintendent of Schools is required by California Education Code Section 1240 to Report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district Governing board, pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021), effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation.

This report reflects Quarter 4 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

Note: This report came in after the last Board meeting of the 23-24 school year, therefore had to be presented at the first meeting of the 24-25 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2023-2024 Quarterly Report on Instructional Materials and Facilities, Quarter 4, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD- VCOE 2023-24 \[Q4\] Williams Visitation Report \(pg1\).pdf](#)

**Ventura County Office of Education
Quarter 4 Williams Report
2023-24 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 4 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

April - June 2024 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	No visits conducted in Quarter 4	No visits conducted in Quarter 4

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of June 14, 2024 was 13,529. This is 674 less than the same time last year.

FISCAL IMPACT:

N/A

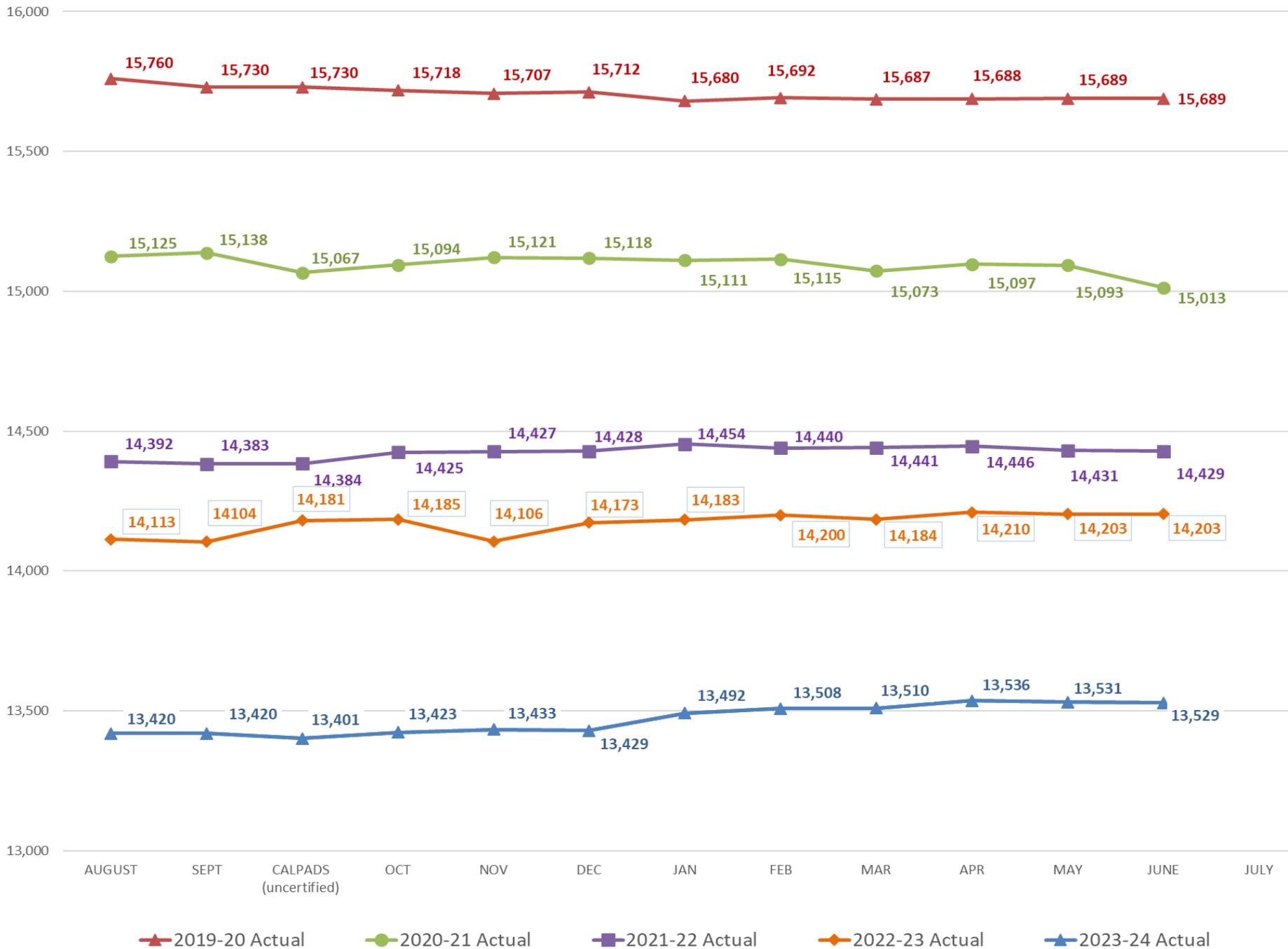
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-OSD Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Approval and Adoption of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/Miller/CFW)

At the June 26, 2024 regularly scheduled Board meeting, the Board received the June 2024 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The June 2024 Report provides the 23rd semi-annual update to the Enhanced Master Construct Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last December 2023 semi-annual update (adopted by the Board in January 2024) and the time of this document’s publishing in June 2024. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes the integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program balance of \$858,834. Approximately \$287.6 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments. An additional Program Reserve of \$52.5 million is recommended. The total integrated budget includes \$340.1 million in remaining estimated project improvements to be funded over the proposed remaining phases.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board accepts and adopts the June 2024 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs staff and CFW to proceed with the adjustments to the Program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [June 2024 Semi-Annual Implementation Program Update Report \(60 pages\)](#)



June 2024



Semi-Annual Report to the Board of Trustees

OXNARD
SCHOOL
DISTRICT

ENHANCED MASTER CONSTRUCT PROGRAM





Caldwell Flores Winters, Inc.

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2163 Harbor Bay Parkway
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For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

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

District Administrators

Dr. Ana DeGenna, Superintendent
Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services
Dr. Aracely Fox, Assistant Superintendent, Educational Services
Dr. Natalia Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM SUMMARY

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the 23rd semi-annual update to the Master Construct and Implementation Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees (“Board”) in 2016 with the Enhanced Master Construct Program (“Program”) adopted by the Board in June 2022. It reflects the status of the Program since the last December 2023 six-month update adopted by the Board in January 2024. The report provides program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period. Moving forward, updates to this report will be referred collectively as the Enhanced Master Construct Program.

The District is in the implementation phase of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship). The goal of the strategic plan is to align all District educational programs, initiatives, and decisions to improve student engagement and achievement. The strategic plan builds upon the Student Profile that was adopted by the Board in 2021 and the Standards of Excellence that were defined in 2022. The District held a number of workshops throughout the school year to build on the strategic plan. The District is also designing and implementing programs related to the passage of Proposition 28 in November 2022 which provides direct funding to school district to support fine arts programs throughout the District. It is anticipated that the funds will be utilized to support program with teachers and equipment; however, additional facility space will likely be needed for the full implementation of the program at school sites.

Over the last few years, the District has seen a substantial increase in the number of students identified as needing intervention and special education services. The District offers a variety of SDC classes for students who have the mild-to-moderate (M/M) profile and the moderate-to-severe profile (M/S). Additional classrooms or office space are also needed to house the support programs for SDC M/S children, e.g. speech, psychology, counselors, RSP, and occupational therapy (OT). These program needs have been incorporated into educational specifications for the reconstruction of Fremont which will also serve as the basis for the design of Dr. Lopez Academy. The District is also committed to the Community Schools concept and the requirement of a Wellness Room is also being incorporated where possible.

The 21st Century specifications adopted by the Board and the classrooms and support facilities designed and built support the instructional shifts that are required to implement these programs. Since 2014, the

District has been an early leader in the expansion of Title 5 compliant transitional kindergarten (TK), kindergarten (K) and “kinder flex” facilities, including Early Childhood Development Centers (ECDC). Local specifications have also promoted the design of specialty spaces in support of CCSS and NGSS facility requirements (e.g. science and performing arts labs, piano labs, et.). The District has also been supportive of creating community spaces wherever possible at its school sites. The projects approved by the Board under the Enhanced Master Construct Program have been successful in securing local and state funding for additional classrooms and facilities in support of the implementation of the above educational initiatives.

The Program has led to the design of eight new 21st Century schools, the construction of 6 such schools to date with the completion of the seventh school expected December 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC) with two additional in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The District conducted a Special Board Meeting in April 2024 to provide the Board with an overview of the Enhanced Master Construct Program. The presentation provided a status of projects underway as well as proposed improvements to occur at the District’s remaining school sites over the duration of the Program. The Enhanced Master Construct Program has identified projects to be undertaken over the remaining three phases for the plan of improvement. Ritchen, Ramona, McAuliffe, and Brekke K-5 schools have been identified as in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Drifill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Additional TK/K/SDC and ECDC facilities are required to house district students and meet state standards.

Over the next six months, construction of the new Rose Avenue Elementary School will be completed and field improvements will begin, design of the new Fremont campus is scheduled to be completed, DSA and CDE approval will be achieved for the ECDC projects at Marina West and Rose Avenue with construction activities to follow, the ECDC at Drifill will be completed, and modernization efforts will commence at Ritchen and McAuliffe. It is also expected that construction documents for the changing rooms at Lemonwood and Marshall will be submitted to the DSA for review and approval. Design efforts related to the reconstruction of Dr. Lopez Academy will also begin during this period.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately \$287.6 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$52.5 million is recommended to accommodate

unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to Enhanced Master Construct Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

EDUCATIONAL PROGRAM

The District is in the implementation phase of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship). The goal of the strategic plan is to align all District educational programs, initiatives, and decisions to improve student engagement and achievement. The strategic plan builds upon the Student Profile that was adopted by the Board in 2021 and the Standards of Excellence that were defined in 2022. This alignment is driven by the values and principles the District has identified as:

1. Equity and excellence
2. Safe and affirming environments
3. Achievement/performance, multilingualism and global/sociocultural competence
4. Relationships built on integrity, trust, mutual respect, and caring
5. Professional accountability and service

The vision for the District is: Changing the World! Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond. The mission of the District is:

- Ignite students’ passions for learning and empower them to achieve brilliance.
- Transform our classroom and school expectations, relationships, and practices to more fully align with our values.
- Nurture caring communities that develop students’ full identities linguistic/cultural/academic excellence, social-emotional health, and life potential.
- Embrace high-leverage services and approaches that translate our values into action.

Student success is defined by the Student Profile which is a list of attributes of a successful person. Each student is expected to be an innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future as a result of their tenure in the District. The goal is for students to leave the District with these attributes to be successful in high school and beyond. All staff, both classified and certificated, are expected to organize learning activities in ways that result in students achieving competency in these domains.

The Enhanced Master Construct Plan is one of the District initiatives that must be aligned to Oxnard EMPOWERS. The learning environment and school culture is one of the five goals of the plan, and it is aligned with the value and principle #2: create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance

across all content areas and in all areas needed for 21st century success. There are two actions for Goal #2:

2.5.1 Continue to evaluate and improve implementation of the Master Construct Plan, aligning it to Oxnard EMPOWERS.

2.5.2 Transform OSD campuses as up-to-date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among staff, students, and families, and communicate clear behavioral expectations for students and staff.

As the District continues the implementation of Oxnard EMPOWERS through the identification of the totems (evidence that teachers and students are living one of the identified principles), taboos (behavior that the District wishes to extinguish), and repetitive interactions (behaviors that should happen regularly or be repeated) for both the student and teacher for each of the eight essential pedagogical principles identified, the alignment with the Enhanced Master Construct Program must be reviewed. The classrooms and other learning spaces must be designed and organized to support the pedagogy needed to help students achieve the attributes identified in the student profile. They must be given opportunities to collaborate, to innovate, to problem solve, to be a digital learner and the classroom must provide the needed support. Creating learning environments of enrichment and not remediation with the goal of empowering students will provide opportunities for high academic achievement. Creating learning environments that promote flexibility and mobility thus allowing the students the ability to collaborate and problem solve together, using technology as a tool for enhanced research is in alignment with Oxnard EMPOWERS.

2.1 VISUAL AND PERFORMING ARTS (VAPA)

Proposition 28 was passed in November 2022 and provides direct funding to support the Visual and Performing Arts (VAPA) programs. The District is in the process of developing the VAPA program at each school site. Each school determined what type of VAPA program it would like to offer students and submitted that plan to the District in March 2024. These plans are being reviewed and once approved, the school sites will begin implementation. Some of the schools have piano labs so they will offer piano keyboarding as the VAPA program. Other schools may select digital arts, drama, band, orchestra, or fine arts. Each of these programs will require facility space and equipment for the full implementation of the program at the school sites which may require repurposing existing spaces or building new VAPA classrooms. This will become a focus over the next six months.

2.2 SPECIAL EDUCATION

Over the last few years, the District has seen a substantial increase in the number of students identified as needing intervention and special education services. Currently, 20% of the students are identified as needing special education services. Other additional services may be needed on a school campus such as occupational therapy (OT), additional psychologists, counselors, therapy room, or resource specialist (RSP) teachers to support the students in the Special Day Classes (SDC). These programs all require space,

equipment, and curriculum. In addition, new programs have been implemented in the District in the aftermath of COVID, such as Wellness Rooms. These classrooms support the entire school population and provide a safe space for students to interact with other students or counselors.

The District offers a variety of SDC classes for students who have the mild-to-moderate (M/M) profile and the moderate-to-severe profile (M/S). There is a total of 62 SDC classrooms in the District, 36 for SDC M/M program and 26 for the SDC M/S program. Of the 36 classrooms in the SDC M/M program, 13 classrooms need to be Title 5 compliant to house TK/K students. Of the 26 SDC M/S classrooms, 16 need to be Title 5 compliant to house the TK/K students. Students in both programs receive services within a classroom environment for most of the school day. The classroom environments for these two programs vary depending on the handicapping conditions. For students in the SDC M/M program, the environment is a classroom that is like their general education peers but with a reduced student capacity assigned to the room. Children in the SDC M/S program may require a classroom with special features depending on the handicapping condition. Some of the programs require a general-purpose classroom with fewer students assigned to the room. Other SDC M/S classrooms require a restroom accessible from the classroom with a shower or changing table. Other SDC M/S classrooms require a general-purpose classroom that has an amplification system if serving the Deaf and Hard of Hearing students.

Additional classrooms or office space are also needed to house the support programs for SDC M/S children, e.g. speech, psychology, counselors, RSP, and occupational therapy (OT). The District is committed to the Community Schools concept so requires a Wellness Room at each site. The spaces needed for these programs vary. The psychologist and counselors typically need an office space with an area for a small table to work with two to four students at a time. The speech program generally needs a bigger room to be able to work with up to six students at a time. The RSP program requires a space of about half a classroom, 480 square feet, to work with small groups of students. The occupational therapy (OT) room is also referred to as a Motor Room and is used to help students with basic motor skills and everyday functionality skills. The room is an open area of at least 480 square feet with the necessary furniture and equipment to provide the mobility skills training necessary for the students who require these skills. The equipment includes such items as chairs, balance beams, scooter boards, floor mats, and small pieces of equipment such as exercise balls, sensory equipment, and kitchen aides.

In addition to speech, psychologist and RSP rooms, six of the schools need additional support spaces for the SDC programs. Currently, Brekke, McAuliffe, Ritchen, Curren and Driffill need an OT room to support the students in the SDC M/S program. The Deaf and Hard of Hearing (DHH) program is offered at Marshall in three classrooms. These classrooms have the necessary auditory improvements to support the students in the DHH program. In addition to these classrooms, at Frank and Lopez, due to the nature of the handicapping conditions, students need access to a restroom from the classroom. At Curren and Driffill, changing tables in the restrooms are necessary.

Another support space needed for students who are in the therapeutic learning class (TLC) and have severe emotional disturbances is a therapy room. This room is also referred to as the De-escalation Room or Calming Room. At times these students need a place to de-escalate their behavior or need a place to

calm down. This room is typically a full-size room with a large open space but may also be a smaller room. The room has soft lighting and soft colors on the walls. The furniture is composed of soft seating such as bean bag chairs and has only one entry point. The door hardware should not be a push bar. The TLC program is located at McAuliffe and Fremont, each school requiring a de-escalation room. Currently, these programs are housed in portable classrooms at McAuliffe and will be in permanent facilities at Fremont upon completion of the new school.

A Wellness Room is designed to meet the emotional needs of students. This room is not a special education room and is a place where students can go when they are feeling overwhelmed or in need of a quiet space or a place to connect with others. There is often one or two counselors or other adult in the room that is available to talk with the students if needed or desired. The room feels quiet and calming when you enter with soft lighting and comfortable soft seating arranged in conversation areas. There are three main areas that are often defined by a throw rug, an area to relax and converse with others, a homework area, and an area to meet with a counselor. There are generally two or three conversation areas in the room. There are two or three tables with chairs that seat six people located throughout the room. These tables and seating are of varying heights. Students can work with other students at these tables or receive help with schoolwork if needed. There are two mobile bookcases that hold materials and supplies. There is generally one desk and chair at which an adult can work. The room is often a former classroom.

2.3 PS/TK/K CLASSROOMS AND SDC M/S FLEX CLASSROOMS

The State has set the standard for PS/TK/K classrooms under the Title 5 regulations. The classroom must be 1,350 square feet with a restroom accessible from the classroom and have a work/storage area for TK/K students. Additionally, the PS classrooms will need to meet the licensing requirements to Title 22 standards of the California Code of Regulations and obtain licensing prior to operating the programs. The State’s licensing requirements require that the classroom provide a minimum of 1,350 square feet, have 75 square feet per child of outdoor activity area, a shaded rest area, and a four-foot fence enclosing the outdoor area. The play area may not be shared with other age groups unless a waiver is obtained from the State. Indoors, a minimum of 35 square feet per child of activity space must be available based on the total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children. A drinking fountain must also be installed inside and outside for child use. These standards are to be integrated within in the proposed specifications of Title 5 classrooms with 21st Century Learning Environments for TK/K facilities, expanding the potential use of “flex-classrooms” for students in the SDC M/S program throughout the District to better accommodate fluctuations in program and enrollment requirements over time.

The District currently has 77 Title 5 TK/K Title 5 classrooms that can be used to house the TK/K population. These same classrooms can be used for PS children once they are licensed to Title 22 regulations. These same rooms are appropriate for the SDC M/S programs that require additional space and/or restrooms. The District is building 10 new Title 5 PS/TK/K classrooms at Driffill, four for PS, four for TK and two for K students. These classrooms will be ready for occupancy in October 2024. An additional 10 Title 5 PS/TK/K

at Marina West and six PS classrooms at Rose Avenue are in the design phase with anticipated occupancy in August 2025. Upon completion of these classrooms, the District will have 14 new permanent PS classrooms to replace aging portable PS classrooms, and 12 additional TK/K classrooms for a total of 103 Title 5 compliant PS/TK/K classrooms that also will serve the needs of some of the SDC SH classrooms.

Currently, the District needs 53 Title 5 compliant classrooms to house the K students and another 19 classes are required to house the TK students for a total of 72 classes. Twenty-nine classrooms are needed for the TK/K students in the SDC M/M and SDC M/S programs. For full implementation of the TK program, the District will need approximately 34 additional Title 5 classrooms. It is anticipated that the District will need a total of 115 Title 5 compliant classrooms to house all TK/K and SDC TK/K students in appropriate facilities. In addition, the District's SDC SH programs may also require the reconfiguration of existing classrooms or the construction of additional classrooms. A comprehensive review of the special education classrooms needed, and the location of these classrooms must be undertaken so that specific classrooms are used for the most appropriate programs.

FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. To date, the Program continues to be subject to Board review and adjustment as needed on a semi-annual basis. The Program is also subject to annual independent financial audits from District auditors and from the various independent citizens' oversight committees as to actual and planned program expenditures. To date, there have been no negative findings from the District's auditors or oversight committees as to the positive performance of the program.

During this period, the facilities component of the Master Construct Program has led to the design of eight new schools, the construction of six schools to date with the completion of the seventh school expected in 2024. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in construction, two additional ECDC's in the design process, the acquisition of two school sites, and the design and approval of McAuliffe and Ritchen elementary schools for modernization. It has also provided for the construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Brekke, McAuliffe, Ritchen, and Ramona schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Drifill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Fremont is in the design development phase and Lopez will begin architect selection in 2024. Additional TK/K/SDC and ECDC facilities are needed to fully meet the District's enrollment and state standards.

The following section provides an update of projects that have been completed, projects under way, and a summary of projects remaining to be undertaken in future phases. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in Section 5 of this report.

3.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools and the initial deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school. Five new 21st Century schools were constructed at Harrington, Elm, Driffill, Lemonwood, and McKinna to replace the prior obsolete facilities. A new 12 classroom building serving grades 6-8 was completed at the prior Marshall elementary school to create the newest K-8 school. New TK/K/SDC “flex” classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as ECDC facilities at Lemonwood and Harrington elementary schools with additional facilities under construction for Driffill. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K-5 elementary school and the Ritchen and McAuliffe school modernization improvements have been achieved. Funding for the projects to date has been from various sources including Measure R, Measure D, developer fees, and State grant funding.

3.2 PROJECTS UNDERWAY

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

New facilities under construction for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. During the initial phase, the new campus buildings are being built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields.

As of the end of May 2024, construction related to the campus buildings and on-site improvements is nearly complete with “punch list” items and corrections underway. The project is still awaiting final approval of the proposed off-site improvements by the City of Oxnard and corresponding permits. The remaining off-site work includes utility connections, crosswalks, and other adjacent improvements to sidewalks and driveways. The District entered into a formal agreement with the City of Oxnard to provide access to utility connections on-site in May 2024 and the City accepted the District’s application for plan review. A revised construction schedule is pending the City’s approval. It is projected that the remaining improvements will be completed during the remainder of the 2024 calendar year and that the facility will be available to move into during the scheduled 2024-25 winter break. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time; however, it is anticipated that an adjustment will be required in December to reflect the off-site improvements requested by the City as well as the additional time required to complete the work.

3.2.2 FREMONT MIDDLE SCHOOL

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Program. The reconstruction strategy proposes to rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. A conceptual site plan was previously presented to the Board for consideration and is the basis for the latest proposed new Fremont campus.

There is a proposed phased build-out of the school to incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. Likewise, only four science labs instead of the specified six would be constructed to meet the proposed enrollment. The layout of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the District’s adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured play fields. An allowance for offsite improvements is also provided.

Changes to the building code, effective July 1, 2023, now require that the project incorporate solar panels, battery power storage, electric vehicle charging stations, and additional site shading. These additional items have been incorporated into the current design of the project; however, the costs associated with these addition items are not included in the Board approved “all-in” budget. The District has also requested additional space to accommodate the increased demand for special education and support services. It is expected that a revised budget for the project will be presented to the Board prior to the submission of construction documents to the DSA.

3.2.3 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for classrooms and student support facilities. The library improvements also provide for

the inclusion of two breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project scope above has received DSA and CDE approval.

Additional improvements including HVAC repair/replacement, site security enhancements, and the reconfiguration of the administrative offices are recommended to be accelerated and incorporated into the improvements outlined above. This requires additional construction drawings and engineering to be performed by the architect of record, Arcadis and an adjustment to the overall Board approved “all in” budget. It is recommended that the Board increase the project budget to \$10.0 million to reflect the increase in scope in design and construction. The District and CFW will solicit proposals for lease leaseback contractors and provide a recommendation to the Board in September or October 2024 in order to proceed with construction during the scheduled 2024-25 winter break. The District has a pending State aid application for matching modernization grants. It is anticipated that the grants will be provided by the end of the year; however, the processing of State aid applications is expected to slow down due to the pending State budget cuts. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.4 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE.

Additional improvements including HVAC repair/replacement, site security enhancements, and the reconfiguration of the administrative offices are recommended to be accelerated and incorporated into the improvements outlined above. This requires additional construction drawings and engineering to be performed by the architect of record, Arcadis and an adjustment to the overall Board approved “all in” budget. It is recommended that the Board increase the project budget to \$8.9 million to reflect the increase in scope in design and construction. The District and CFW will solicit proposals for lease leaseback contractors and provide a recommendation to the Board in September or October 2024 in order to proceed with construction during the scheduled 2024-25 winter break. The District has a pending State aid application for matching modernization grants. It is anticipated that the grants will be provided by the end of the year; however, the processing of State aid applications is expected to slow down due to the pending State budget cuts. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.5 DRIFFILL ECDC

The ECDC project at Driffill includes the construction of 10 Title 5 and Title 22 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The approved application included four classrooms for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground would also be constructed in the center of the classrooms.

Construction commenced in November 2023. As of May 2024, site demolition and grading are complete, and the construction of the building foundations is almost complete. The delivery of the modular classroom buildings will occur in two phases with the first delivery scheduled for the last week of June and the second delivery occurring in mid-July. The delivery of the buildings was initially scheduled to occur in May 2024; however, the modular provider encountered logistical challenges which delayed the delivery of the buildings. In addition, the delivery of electrical components and equipment needed for the buildings' power connections are also delayed with an expected delivery date of August 2024. In combination, these delays have postponed the expected occupancy date for the classrooms. It is now expected that the buildings will be ready for District occupancy in October 2024. The District plans to move into the buildings over the 2024-25 winter break to minimize the impact of the move on the educational program at the school. No adjustments to the Board approved "all-in" budget is recommended at this time.

3.2.6 MARINA WEST ECDC

The ECDC project at Marina West includes the construction of 10 Title 5 and Title 22 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The State Allocation Board (SAB) approved the District's grant apportionment on September 27. The total State grant is \$7.65 million and requires a \$3.28 million District match, for a total project budget of \$10.93 million. The District selected Flewelling & Moody to provide architectural design and engineering services for the project. Construction documents were submitted to the DSA in May 2024 and the documents are currently under review. It is anticipated that the DSA will conclude its review by the end of July 2024 and that project approval will be achieved by mid-August. In parallel, a project application will be submitted to the CDE in June 2024.

Construction of the new facilities will occur in two phases to accommodate the third-party preschool program currently occupying some of the buildings to be replaced. The first phase will demolish the existing portable classrooms on Carob Street and construct six new modular classrooms. The second phase will demolish the remaining buildings on the site and construct the remaining four classrooms. Construction is expected to begin in the fall once DSA and CDE approval is achieved and a GMP is negotiated. No adjustments to the Board approved "all-in" budget is recommended at this time.

3.2.7 ROSE AVENUE ECDC

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated with three new Title 5 classrooms to establish the new ECDC facility. The existing play area will be upgraded like the option utilized for the creation of the Harrington ECDC and would be improved or maintained as required to serve the needs of these students.

Construction drawings for the planned modernization of Rooms 501-503 were submitted to the Division of State Architect in March 2024 and the construction documents for the new modular buildings were submitted in May 2024. A corresponding project application for the modernization scope was approved by CDE and the submission of a project application for the new modular buildings will be submitted in June 2024. DSA project approval is expected to occur in August 2024. Once approved, the project will commence construction in early 2025 following the opening of the new Rose Avenue Elementary School. No adjustments to the Board approved “all-in” budget is recommended at this time.

3.2.8 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

Dr. Manuel M. Lopez Academy of Arts and Sciences (Lopez) was originally built in 1954 and after nearly 70 years of service has been deemed to need replacement by previous reviews and considerations by the Board. A reconstruction strategy for Lopez is proposed that would include the construction of a new smaller 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place. Efforts would be undertaken to construct the buildings in one phase, if possible, and to stagger the completion and use of reconfigured parking and field/hardcourts areas as needed through completion of the construction and demolition of the project. The new reconstructed school would be built based on a revised 6-8 educational specifications that provides all the support facilities for a K-8 school but limits its classroom enrollment to 750 students and its MPR to 8,025 square feet.

The design activities related to the reconstruction of Lopez are expected to begin in September 2024. The District and CFW have been working on finalizing a revised educational specification for the reconstruction of Lopez based on the design process underway for Fremont. Similar to the proposed Fremont campus, the design for Lopez will need to incorporate changes in the District’s educational program and provide additional learning environments for special education and support programs.

Requests for proposals will be solicited from qualified professionals and construction firms for the selection of an architect of record and a contractor. A similar “re-use” of plans approach will be considered, and a successful team of architects and proposed plan design will be presented for Board consideration and approval. No adjustments to the Board approved “all-in” budget is recommended at this time.

3.2.9 LEMONWOOD & MARSHALL K-8 CHANGING ROOM PROJECT

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District now desires to provide dedicated modular facilities at each site to better serve the students and PE program. It is proposed that new modular buildings be placed at each site to include changing rooms, storage lockers, supervision areas and PE offices. A total project budget of \$4.0 million is proposed with an initial project completion date of August 2025. No adjustments to the Board approved “all-in” budget is recommended at this time.

3.2.10 DORIS PATTERSON SITE

The District was informed by a representative of the Teal Club development that the project is moving forward and that the Teal Club Specific Plan will be considered by the Oxnard Planning Commission and City Council later this year. The developer has requested that the District participate in the coordination and design of the area infrastructure including utilities and roadways. Based on the developer’s current estimated schedule, development in the area may commence as early as 2026. The District has requested that CFW coordinate with the developer as needed.

3.3 PROJECTS REMAINING TO BE UNDERTAKEN

Based on Board approval of the Enhanced Master Construct Plan, the following projects are proposed to be undertaken pursuant to the Master Schedule, Budget and Sequencing provided in Section 5 of this report.

3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21st Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker’s room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of two existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21st Century upgrades to furnishings and improvements to the lobby and reception area.

Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29 classrooms following the modernization project of which three

classrooms are proposed for kindergarten classrooms and three for TK. The existing permanent classrooms at Brekke will become eligible for State modernization grants during the next six-month period. If feasible, it is recommended that the District begin the procurement process for the design of the modernization process in the upcoming fall in order to begin design in early 2025.

3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for 21st Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker’s space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21st century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades.

Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including three kindergarten classrooms and two TK. The existing permanent classrooms at Ramona will become eligible for State modernization grants during the next six-month period. If feasible, it is recommended that the District begin the procurement process for the design of the modernization process in the upcoming fall in order to begin design in early 2025.

3.3.3 DRIFILL K-8 SCHOOL

As one of the newest P2P schools, Driffill needs limited improvements to accommodate K-8 District specifications for 21st Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district’s vision and specification for 21st Century classrooms for K-8 schools. The 2 science labs were previously improved in 2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room to increase the total square footage to accommodate 21st Century specifications for a Library Media Center. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities is proposed as a separate project on the site.

3.3.4 CHAVEZ K-8 SCHOOL

Based on the limited site area and the need to preserve the built environment, Chavez would best function with a smaller student body and site plan that could best maximize the opportunities to comply with the district's 21st Century specifications. It is recommended that Chavez enrollment be capped at 750 TK/K-8 students in 31 permanent classrooms (8 less than the current number). Four older permanent classrooms and 2 P.E. changing rooms that have outlived their useful life are to be removed. Five existing classrooms are to be repurposed and combined to provide 3 Title 5 compliant TK classrooms. The 26 remaining classrooms (including the 4 Title 5 K classrooms and an intervention room) and library are proposed to receive 21st Century upgrades to comply with the District's vision and specifications. The 2 existing science labs were previously upgraded in 2014. The construction of a new 8,075 square foot MPR building to include a commercial kitchen, serving/presentation space, changing rooms, restrooms, PE offices, and custodial facilities is also proposed. The existing MPR is to remain and be dedicated to community events and student performances. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional recommended site improvements include installation of security cameras and an allowance for offsite improvements.

3.3.5 KAMALA K-8 SCHOOL

Thirty-five permanent classrooms (including 1 intervention room) are proposed to receive 21st Century upgrades. Two existing science labs were previously upgraded as part of the original conversion of the site to a K-8 facility in 2014. A new 8,075 square foot MPR/Gymnasium building is proposed to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities. Upon completion of the new MPR/Gym, a reconfiguration of the existing MPR building into the administrative space to district specifications is proposed. The existing administration is proposed to be repurposed into support spaces. Two existing general-purpose classrooms are to be combined onto the library to include a storage room, a reading area, textbook storage, a small breakout room, and a tech work/storage room as identified in the adopted educational specifications. Additional recommended site improvements include roofing and HVAC system, as needed, improved parking/drop off, installation of security cameras, removal of all portables, and an allowance for offsite improvements.

3.3.6 CURREN K-8 SCHOOL

Thirty-eight permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and specification for 21st Century classrooms. The 2 science labs were previously improved in 2014. The construction of a new 8,075 square foot MPR/Gym building to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities is proposed. Upon completion of the new MPR/Gym, the reconfiguration of the existing MPR building into a library is proposed. The existing library facility is proposed to be converted into a staff lounge. The demolition and construction of a new administration building is also proposed. Additional recommended site improvements include roofing and HVAC upgrades, as needed, installation of security

cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

3.3.7 MARSHALL K-8 SCHOOL

The original existing facilities at Marshall need upgrade, plus the repurposing of certain facilities at the Tk/K-5 level. One existing classroom (Room 602) and its attached three preparation rooms is proposed to be repurposed into a Title 5 compliant TK classroom with its own student restroom and teacher work area. The twenty-five permanent rooms (including 8 SDC, 1 Intervention, and 2 support/RSP) are proposed to receive 21st Century classroom upgrades. The library/media is proposed to get 21st Century furniture, fixtures, and equipment upgrades. The administrative space is proposed to receive 21st Century furnishings and a monitor to promote school activities. An allowance is provided for security and roofing improvements, as needed. At completion, the total permanent classroom count at Marshall would remain at 38 classrooms, consistent with the District’s educational specifications for K-8 facilities.

3.3.8 SORIA K-8 SCHOOL

As one of the newer schools in the District, Soria Elementary needs limited upgrades to accommodate district K-8 specifications for 21st Century environments. Thirty-seven permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades limited to the addition of markerboards where necessary, modern and flexible student desks and chairs, and three broadband-connected high-definition video displays to each classroom. TK facilities will continue to be provided at other school site locations. Where applicable, the removal of existing teaching walls, technology counters, and smart boards would be required to accommodate 21st Century improvements. No improvements are proposed to the library, administration, and MPR facilities.

3.3.9 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21st Century library/media center is proposed to support 21st Century improvements. Both music rooms are to receive 21st Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21st Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

- General Purpose – 26
- Science Lab/Academy -6
- Engineering Robotics – 2
- SDC – 6
- Intervention – 1
- Band – 2

- Art – 1

The administrative offices would receive 21st Century furnishings and a monitor to promote school activities. Additional site improvements include roofing and HVAC upgrades, installation of security cameras, and removal of portables.

PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Three major sources are considered: the State School Facilities Program (SFP), general obligation (G.O.) bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfront the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local GO bond measures in support of the Master Construct Program at substantially high rates of local voter approval in 2012, 2016, and 2022.

4.1 STATE MATCHING GRANTS

The State of California provides periodic grants from voter approved bond measures or general fund contributions for the modernization or new construction of eligible school facilities as determined by the Office of Public School Construction (OPSC) and as funded by the State Allocation Board (SAB) pursuant to the School Facility Program (SFP). Funding is provided in the form of per pupil grants for facility improvements, including design, construction, testing, inspection, equipping, furnishings, technology, plus site service improvements or site acquisition. To receive funding, a local match is required from eligible district funds, including developer fees and bond proceeds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement based on a financial hardship review and subject to additional constraints and requirements.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Today, applications for new construction and modernization are being placed on an “Applications Received Beyond Bond Authority” waiting list in the order of date received, which is presented to the SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available to the program. To qualify for this waiting list for State funds, districts are required to adopt a Board resolution acknowledging the shortfall and the application’s inclusion under the “Applications Received Beyond Bond Authority List.”

In 2022, Governor Newsom provided further support for K-12 education through one-time funding for programs and services through the state’s general fund. This included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. It also included approximately

\$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. In January 2024, due to the current budget deficit, the Governor revised the projected budget for the SFP in FY 2024-25 to \$375 million. The Governor’s May 2024 revised budget eliminated the \$375 million allocation to the SFP which has essentially deemed funding for current and future applications on the State’s “Applications Received Beyond Authority List”. Based on prior allocations, the OPSC is currently operating under a \$1.9 billion allotment to continue to process applications (“Workload List”) that are currently in line for funding.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

4.1.1 STATE AID MODERNIZATION

The SFP for modernization provides funds on a 60-40 state and local sharing basis for improvements that enhance existing school facilities, including those for HVAC, plumbing, lighting, and electrical systems. Modernization eligibility is established by school site and requires that permanent classrooms be at least 25 years old or since their last modernization and portable classrooms be at least 20 years old since placed in service. Students must be enrolled in eligible facilities based on state classroom loading standards of twenty-five pupils per classroom for elementary grades and twenty-seven pupils per classroom for middle school grades. Further, eligibility requires that the enrollment per site support the estimated number of students housed in eligible classrooms at twenty-five (elementary school grades) or twenty-seven (middle school grades) pupils per classroom. Grant levels are periodically reviewed by the state and program funding is subject to project performance and certification at the completion of construction. The current pupil grant for modernization is \$6,005 for elementary grades and \$6,350 for middle school grades. A higher per pupil grant amount is provided for classrooms that are in buildings 50 years or older equal to \$8,342 for elementary grades and \$8,823 for middle school grades.

Table 1 provides a summary of the SFP modernization grants received to date with the implementation of the Program totaling approximately \$3.9 million. These grants were received as reimbursement

modernization grants from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Program.

Table 1: Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Fremont	57/72538-00-026	131	8	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
4 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
5 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Total		572	8	\$3,287,152	\$636,427	\$3,923,579

Table 2 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2023-24 school site enrollment and the 2024 per pupil grants. During Phase 3 (2023-2026) scheduling of eligible projects, the District may be eligible for approximately \$40.3 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$26.9 million would be required by the District to access these grants. Future eligibility of \$14.2 million is estimated to be available through Phase 4 (2027-2030) and \$6.7 million through Phase 5 (2031-2034), requiring a then local match amount of \$9.5 million and \$4.4 million, respectively. In total, approximately \$61.2 million in modernization grant eligibility is anticipated based on maintaining current enrollment at the eligible school sites. Future declines in enrollment will result in a decrease in total grant amounts.

Table 2: Estimated Modernization Eligibility by Phase

School	FY2023-24 Enroll	Pupil Grant	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Total Grant (60%)
1 Harrington	506	\$6,005	\$0	\$0	\$0	\$0
2 Elm	470	\$6,005	\$0	\$0	\$0	\$0
3 McKinna	570	\$6,005	\$0	\$0	\$0	\$0
4 Rose Avenue	436	\$6,005	\$0	\$0	\$0	\$0
5 Brekke	589	\$6,005	\$3,713,792	\$0	\$0	\$3,713,792
6 McAuliffe	501	\$6,005	\$3,158,930	\$0	\$0	\$3,158,930
7 Ritche	493	\$6,005	\$3,108,488	\$0	\$0	\$3,108,488
8 Ramona	570	\$6,005	\$3,940,781	\$0	\$0	\$3,940,781
9 Marina West	428	\$6,005	\$0	\$315,263	\$0	\$315,263
10 Sierra Linda	472	\$6,005	\$3,310,256	\$0	\$0	\$3,310,256
11 Lemonwood	854	\$6,005	\$0	\$0	\$0	\$0
12 Marshall	693	\$6,005	\$5,989,988	\$0	\$0	\$5,989,988
13 Driffill	916	\$6,005	\$3,152,625	\$788,156	\$0	\$3,940,781
14 Chavez	778	\$6,005	\$277,431	\$4,905,485	\$0	\$5,182,916
15 Curren	884	\$6,005	\$857,514	\$3,152,625	\$0	\$4,010,139
16 Kamala	882	\$6,005	\$889,040	\$3,783,150	\$0	\$4,672,190
17 Soria	886	\$6,005	\$0	\$0	\$5,586,452	\$5,586,452
18 Frank	1042	\$6,350	\$6,947,535	\$900,113	\$720,090	\$8,567,738
19 Fremont	699	\$6,350	\$0	\$0	\$180,023	\$180,023
20 Dr. Lopez Academy	743	\$6,350	\$4,953,953	\$360,045	\$180,023	\$5,494,020
Total	13,412		\$40,300,334	\$14,204,836	\$6,666,587	\$61,171,756

These amounts are subject to annual review and require the submittal and approval of Division of the State Architect (DSA) proposed improvement design plans prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

4.1.2 STATE AID NEW CONSTRUCTION

The SFP new construction program provides state funds on a 50/50 state and local sharing basis for eligible projects that add permanent classroom capacity for districts to house students for the construction of a new school or the addition of classrooms to an existing facility. Eligibility is subject to annual review and allocated district wide and is not site specific. It is determined by the gap between a district’s projected enrollment and its capacity to house students in permanent classrooms as determined by the state based on the state loading standard of twenty-five students per classroom for elementary grades and twenty-seven students per classroom for middle school grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap in enrollment and capacity. Portable classroom capacity is generally excluded from the analysis as the state does not recognize portable classrooms as being permanently available to house students. The current pupil grant amount for new construction is \$15,770 for elementary grades and \$16,679 for middle school grades, for each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs.

Table 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Master Construct Program’s totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Master Construct Program.

Table 3: SFP New Construction Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Total		1,448	135	\$24,859,576	\$6,075,365	\$30,934,941

4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. In FY2021-22 the program was expanded to \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool (PS), transitional kindergarten (TK) and kindergarten (K) instruction. A state/local district match of 75/25 is required for preschool and TK projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/local district) for new construction and a 60/40 (state/local district) match for retrofit projects.

Projects are required to meet California Department of Education (CDE) and Title 5 requirements including classrooms of 1,350 square feet, a restroom and storage/workroom accessibility from the main classroom area. Preschool projects need to meet additional Title 22 requirements specific to preschool such as one toilet per fifteen pupils and an outdoor activity space with at least 75 square feet per child. Districts are required to certify on the application for funding that prior to occupancy of the classrooms that the district has obtained a Childcare Center License from the California Department of Social Services (CDSS). As part of the license requirements, the CDSS will verify compliance with Title 22. The school district must provide evidence of licensure status at the time of project audit.

Four funding rounds have been completed for the program, all of which were oversubscribed. The Governor’s May 2024 revised budget eliminated a previously anticipated fifth funding round of \$550 million. The State is proposing to include a set aside of \$550 million within a new statewide bond measure to continue funding for the program. Table 4 provides a summary of approved applications the District has received from the program totaling approximately \$14.6 million. These grants provided funding for ten new PS/TK/K classrooms at Driffill and ten new PS/TK/K classrooms at Marina West. A total District match of \$6.2 million is required for a total project amount of \$20.8 million.

Table 4: Preschool/TK/Kindergarten Grants

Projects	Total Grant	District Match	Total Project
1 Driffill	\$6,915,318	\$2,963,707	\$9,879,025
2 Marina West	\$7,652,418	\$3,279,608	\$10,932,026
Total	\$14,567,736	\$6,243,315	\$20,811,051

4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$6.8 million. It also reflects the current pupil grant amounts in effect for 2024 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development costs.

Applications have been filed for the modernization projects planned at Ritche and McAuliffe elementary schools. Based on 60/40 matching share requirement, it is estimated that the District may receive approximately \$6.8 million in grants for these projects, requiring a \$4.5 million District match.

Table 5: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe	Mod.	534	534	0	0	0	0	\$3,206,670	\$320,667	\$3,527,337
Ritche	Mod.	491	491	0	0	0	0	\$2,948,455	\$294,846	\$3,243,301
Total		1,025	1,025	0	0	0	0	\$6,155,125	\$615,513	\$6,770,638

The above analysis on State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the OPSC, SAB, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds. Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

4.1.5 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity of 60 percent. Based upon current guidelines and regulations the District qualifies for Financial hardship status. Upon successful passage of a Statewide School Facility Program Bond in November of 2024, the guidelines and/or regulations may change regarding the qualifications the District must meet in order to garner financial hardship status.

Under the current Financial Hardship Program, a district must exhaust all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding

and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g., modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project. Moreover, the Hardship period begins on the date of application, regardless of the date it is reviewed by OPSC or approved by the SAB. This requires that the District sequence projects proposed for Financial Hardship after all anticipated and available capital funds are encumbered. This assessment must be conducted for every six-month period that a district participates in the Financial Hardship Program.

4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State grant projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$5.17 (2024) per square foot of residential development and \$0.84 (2024) per square foot of commercial and industrial development for K-12 school districts
- **Level 2** fees constitute up to 50 percent of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the State will pay for the other 50 percent of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50 percent share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. The District projects a June 30, 2024 developer fee fund balance of approximately \$8 million as of March 31, 2024 available to the Program. For purposes of this report, it is assumed that the District may collect approximately \$1.2 million a year for the period of 2024-25 through 2029-30 for a total of \$ \$7.3 million. In total, approximately \$20.1 million is assumed to be available towards remaining improvements.

In April 2024, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Woolpert (formerly Cooperative Strategies) that established the justification for collecting Level 1 fees. Based on the District’s fee sharing agreement with the Oxnard

Union High School District, the District can collect 66% of the maximum Level 1 fees, or \$3.41 per square foot for residential development. The study concluded that the District is justified in collecting \$3.41 per square foot for multi-family residential units and \$2.75 per square foot for single-family residential units. The District may also collect up to \$0.554 per square foot for commercial development as follows:

Table 6: Maximum School Fee per Square Foot for Commercial Development

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.524
Office	\$0.554
Research and Development	\$0.554
Industrial/Warehouse/Manufacturing	\$0.554
Hospitals	\$0.554
Hotel/Motel	\$0.265
Self-Storage	\$0.015

Source: 2024 Residential and Commercial/Industrial Development School Fee Justification Study by Woolpert

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 5,096 additional residential units could be constructed within the District's boundaries through calendar year 2050. Of these 5,096 future units, 3,058 are expected to be single family detached and 2,038 are expected to be multi-family attached units. By dividing the total amount of anticipated units (5,096) by the buildout period (26 years), it is anticipated that approximately 196 units may be built each year from 2024 through 2050. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of \$3.41 per square foot of new residential multi-family development and \$2.75 per square foot of new single-family residential development and the total square footage of approximately 416,000 resulting from the construction of 196 units, the District could receive an estimated \$1.2 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Woolpert (formerly Cooperative Strategies) reported to the District that due to the District's enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fees of \$3.41 and \$2.75 have been assumed in projected available developer fee funds for the program. The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to resume collecting Level 2 fees.

4.2.1 SCHOOL IMPACT FEE

The Teal Club Specific Plan identifies 990 residential units of varying density, single-family, townhomes, condominium, and apartment units to be built within the District. It is estimated that the average square footage of the residential units will be 1,800 square feet per unit. In total, it is estimated that 1,782,000 square feet of new residential units will be constructed over time. The developer indicated to the District in April 2024 that construction of the new units may commence starting in 2026 with full build-out estimated to be completed by 2030.

The District negotiated a development mitigation agreement with the developers of the proposed Teal Club development in lieu of statutory Developer Fees. Based on the agreement, the District established a mitigation fee of \$7.28 per square foot (School Impact Fee) subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter. Effective May 1, 2024, the fee will be increased by 9.4 percent to \$10.65 per square foot of new residential construction.

For the purpose of this report, it is assumed that 330 units will be constructed in the Program's Phase 3 equal to 594,000 square feet of new residential construction subject to the School Impact Fee. The resulting School Impact Fee is estimated to be \$6,326,100 based on the current rate and is expected to be available to the District during Phase 3. The subsequent build-out of the remaining units and corresponding revenues will be incorporated into the Program once additional phases of construction at the development are undertaken.

4.3 GENERAL OBLIGATION BONDS

The District has used general obligation (G.O.) bonds historically to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Enhanced Master Construct Program. The District successfully passed local voter approved G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022. The latter three are in direct support of the Enhanced Master Construct program. These bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options available to school districts. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time. Appendix B summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. It is anticipated to be fully retired by 2033.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. It is anticipated to be fully retired by 2036.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. It is anticipated to be fully retired by 2044.

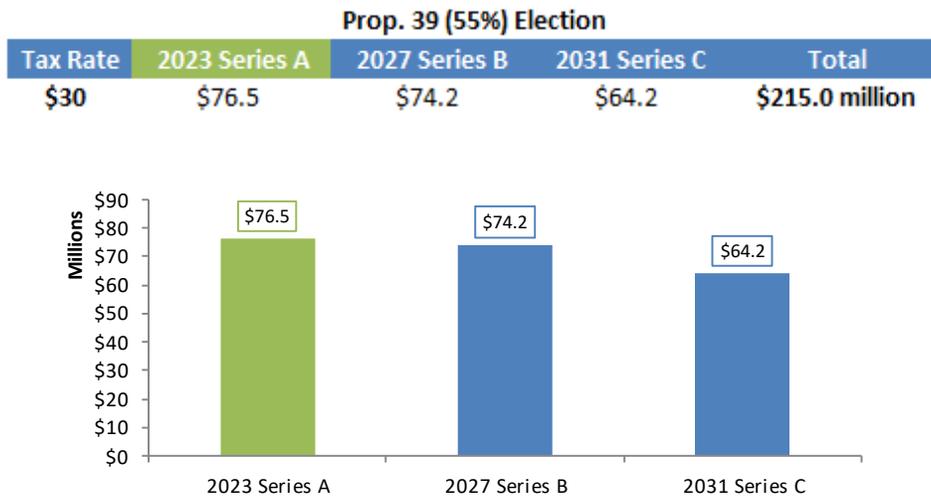
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election.

In November 2022, voters in the District approved Measure I and authorized the sale of \$215 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing the remaining bond authorization. In March 2023, the District issued the first series of bonds from the 2022 Election in the amount of approximately \$76.5 million, leaving a remaining authorization of approximately \$138.5 million. The amount of bonds sold was based on the receipt of a debt limit waiver from the State Board of Education which was approved in May 2023.

4.3.2 REMAINING G.O. BOND AUTHORIZATION AND PROJECTED FUTURE BOND PROCEEDS

Assuming that the District's assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District is projected to issue its remaining bond authorization of approximately \$138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031 respectively, beyond the amount sold in 2023.

Figure 1: Estimated Measure D Bond Proceeds at \$30 Tax Rate Per \$100,000 of Assessed Value



In addition to the above, the District has approximately \$36.5 million in remaining authorization from Measure D election approved by voters in 2016. Based on the above assumptions and those in Exhibit B, Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which projected to be available over two bond sales in 2024 and 2029 for a combined total of \$36.5 million.

Figure 2: Estimated Timing and Sizing of Remaining Measure “D” Bond Proceeds



The projections above for the issuance of the remaining authorization for Measure D and I, respectively are used to estimate the amount of bond proceeds available to fund the Enhanced Master Construct Program over phases as presented in the proposed Master Budget in Section 5. In both Figure 1 and Figure 2, the actual size and timing of the remaining bond sales depend on the prevailing market conditions at that time and the actual assessed valuation growth between bond sales required to maintain tax rates for bond repayments within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation.

The issuance of additional bonds may also require additional authorization from the State Board of Education for a waiver to increase the District’s bonding capacity.

The District’s outstanding bonds in both cases are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is based on the County’s policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2023-24, Ventura County levied a tax rate of \$111.00 per \$100,000 of assessed value for the District’s combined outstanding bonds.

4.3.3 OUTSTANDING CERTIFICATES OF PARTICIPATION AND POSSIBLE PREPAYMENT FROM GENERAL OBLIGATION BOND PROCEEDS

Certificates of Participation (“COPs”) are typically utilized by school districts to raise funds for land acquisition, facilities improvements, and lease equipment. Proceeds can be used to acquire, construct, and modernize facilities and equipment. COPs are a lease obligation payable from any source of revenue legally available, typically the District’s General Fund or local sources such as developer fees, and are typically issued with a term of up to 30 years. Unlike GO bonds, COPs have no dedicated, voter-approved tax or other revenue to repay the COPs. However, a COP may be fully prepaid prior to maturity with proceeds from a future GO bond.

In 2016, the District identified a need to acquire school sites and construct a new elementary school and new middle school. The funding requirement to complete these schools was \$8 million, and the District financed these projects by issuing COPs. The COP financing was selected due to its flexibility in repayment options, the favorable financing costs, and ease of execution. Further, in the event that the anticipated sources of repayment did not materialize, the District structured the COP to allow for payment from its General Fund for the life of the COP.

The District successfully issued \$8 million in COPs in April 2016 with a term of 30 years and final maturity in 2045 with an average interest rate (TIC) of 4.1%. The initial debt service payments were interest-only, and the first principal payment was due in August 2022. After principal payments commence, debt service payments on the 2016 COP are approximately \$580,000 annually.

Figure 3: Schedule of Remaining Debt Service for 2016 COP

Year	Principal	Interest	Annual Payment
2024	\$200,000	\$381,500	\$581,500
2025	\$210,000	\$371,500	\$581,500
2026	\$220,000	\$361,000	\$581,000
2027	\$230,000	\$350,000	\$580,000
2028	\$240,000	\$338,500	\$578,500
2029	\$255,000	\$326,500	\$581,500
2030	\$265,000	\$313,750	\$578,750
2031	\$280,000	\$300,500	\$580,500
2032	\$295,000	\$286,500	\$581,500
2033	\$305,000	\$271,750	\$576,750
2034	\$325,000	\$256,500	\$581,500
2035	\$340,000	\$240,250	\$580,250
2036	\$355,000	\$223,250	\$578,250
2037	\$375,000	\$205,500	\$580,500
2038	\$390,000	\$186,750	\$576,750
2039	\$410,000	\$167,250	\$577,250
2040	\$430,000	\$146,750	\$576,750
2041	\$455,000	\$125,250	\$580,250
2042	\$475,000	\$102,500	\$577,500
2043	\$500,000	\$78,750	\$578,750
2044	\$525,000	\$53,750	\$578,750
2045	\$550,000	\$27,500	\$577,500

The 2016 COP was structured to allow for prepayment from General Obligation Bond proceeds, State Reimbursements, and/or Developer Fees at any time after August 1, 2021 with no premium or penalty. At this time, the District has capacity to issue additional GO bonds from Measure “D”, and these bond proceeds may be used to prepay the 2016 COP and provide relief to the District’s General Fund.

The total cost of repayment is equal to 100% of the principal to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Assuming a prepayment date of August 1, 2024, the total cost of repayment would be approximately \$8.01 million.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is integrated into the Enhanced Master Construct Program with the projects in progress serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding, estimated developer fees, remaining bond authorization from Measure “D”, and authorization from the 2022 Measure “I” General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of “hard” and “soft” costs. In combination, they comprise what is properly called the total “Project Cost”. Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those planning and design costs and fees that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

5.1 PROPOSED MASTER BUDGET SOURCES AND USES

The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. Up to this point, the Program has led to the design of eight new 21st Century schools, the construction of 6 such schools to date with the completion of the seventh school expected in December 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with two additional in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

Additional consideration was made to secure funding based on the completion of projects to date, the Board’s desire to maintain equity with remaining sites in need of improvement, and the State’s increasing mandates to the educational and facilities program. The District’s Enhanced Facilities Master Program identifies additional projects that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. The District is now actively planning for the following approved projects:

- Reconstruct Fremont Academy 6-8 School and Dr. Lopez Academy middle school campuses

- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 7 and 8 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$858,834. The total budgets for completed projects have remained the same since the December 2023 report with no recommended adjustments. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct program including estimated remaining reserves from previous phases, remaining and new General Obligation (GO) authorizations, modernization State aid grants or grants received from the State’s TK/K program, and estimated developer fees. There is an estimated \$858,834 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately \$214.2 million is available from the recently approved Measure “I” and is projected to be to fund the program over three bond series in 2023 and ending in 2031. An additional \$36.5 million in remaining GO bond authorization from Measure D is estimated to be available over two bond series in 2025 and 2029 to assist in funding planned improvements. Approximately \$66.2 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$6.8 million in estimated modernization grants at McAuliffe and Ritchen, \$14.5 million in the State’s Kinder program grants for Driffill and Marina West, and \$44.9 million in estimated modernization eligibility at Driffill, Curren, Lopez, Brekke, Ramona, Chavez, Kamala, Frank, Marshall, and Soria over time. Per the District’s March 31, 2024 capital funds accounting, approximately \$8 million may be available from developer fees as of June 30, 2024, and \$14.3 million is estimated to be collected over a seven-year period as identified in the District’s Developer Fee Report and Teal Club Development as summarized in Section 4 of this report.

As shown in Table 8, approximately \$287.6 million is estimated in total anticipated costs. A Program Reserve of \$52.5 million is recommended providing a grand total integrated budget of \$340.1 million in remaining estimated project improvements to be funded over the proposed remaining phases.

Table 7: Proposed Master Budget - Estimated Funding Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$858,834	\$0	\$0	\$858,834	\$266,179,913
Subtotal	\$265,321,079	\$858,834	\$0	\$0	\$858,834	\$266,179,913
Measure "D" - 2016 GO Bond						
Series D (2025)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2029)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
Subtotal	\$0	\$12,100,000	\$24,400,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,770,638	\$13,264,918	\$31,646,115	\$51,681,670	\$51,681,670
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
Subtotal	\$0	\$21,338,374	\$13,264,918	\$31,646,115	\$66,249,406	\$66,249,406
Additional Developer Fees						
6/30/24 Balance (as of 3/31/24)	\$0	\$7,991,291	\$0	\$0	\$7,991,291	\$7,991,291
Est. Developer Fee Collections	\$0	\$9,452,568	\$4,847,137	\$0	\$14,299,705	\$14,299,705
Subtotal	\$0	\$17,443,859	\$4,847,137	\$0	\$22,290,996	\$22,290,996
Total Sources	\$265,321,079	\$127,547,214	\$116,712,054	\$95,846,115	\$340,105,383	\$605,426,462

Table 8: Proposed Master Budget - Estimated Uses

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$2,000,000			\$2,000,000	\$43,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$8,883,623			\$8,883,623	\$12,128,297
Ritchen K-5	\$3,595,981	\$10,019,137			\$10,019,137	\$13,615,118
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$4,129,385	\$50,929,082		\$55,058,467	\$56,137,745
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026			\$10,932,026	\$10,932,026
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$120,594,136	\$92,698,228	\$74,330,543	\$287,622,907	\$552,943,986
Program Reserve	\$0	\$6,953,078	\$24,013,827	\$21,515,571	\$52,482,476	\$52,482,476
Total Uses	\$265,321,079	\$127,547,214	\$116,712,054	\$95,846,115	\$340,105,383	\$605,426,462

5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2023 Semi-Annual Report, the total budget was approximately \$363.8 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been integrated into this report. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – March 31, 2024, totaling approximately \$251.3 million. Expenditures made after this period will be

accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and is used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the December 2023 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2024 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 9, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed. From July 1, 2012, through March 31, 2024, the District disclosed expenditures of approximately \$36.4 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$15.6 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 9: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures												Total	
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 ¹			
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$6,037	\$513,396	
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013	
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$38,154	\$0	\$42,028,868	
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$32,878,847	
Design & Construct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$3,019,331	
Design & Reconstruct McKinna K-5	\$36,191,904	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$36,191,904	
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$12,288)	\$339,496	\$14,048,528	\$22,435,994	\$5,362,313	\$44,238,859	
Design & Construct Doris/Patterson K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$0	\$492,786	
Design & Construct Doris/Patterson 6-8	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$0	\$278,057	
Design & Improve K-5 Kindergarten Facilities														\$0	
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588	
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097	
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487	
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773	
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945	
Design & Construct Science Labs/Academies															
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121	
Curren	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603	
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816	
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278	
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281	
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848,099	
Project 1 Remaining Adjustment	\$0														
Kindergarten Flex Classrooms															
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$1,909,465	
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$2,472,793	
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$2,192,490	
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$2,597,633	
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$0	\$9,172,380	
Kindergarten Annex Improvements															
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$3,215,039	
Lemonwood	\$3,571,599	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$69,596	\$0	\$3,641,195	
Total Kindergarten Annex Improvements	\$6,786,638	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$37,424	\$69,596	\$0	\$6,856,234	
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$13,019,406	
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253	
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099	
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723	
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	(\$89,863)	\$0	\$0	\$0	\$49,775	
McAuliffe 21st Century Modernization	\$6,408,588	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$1,759	\$450,394	
Ritchen 21st Century Modernization	\$5,924,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$32,149	\$476,177	
Design & Reconstruct Fremont Middle	\$65,758,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$580,261	\$772,050	\$1,352,311	
Driffill ECDC	\$9,879,025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252,776	\$162,798	\$415,574	
Rose Avenue ECDC	\$4,929,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,370	\$76,370	
Marina West ECDC	\$10,932,026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$103,275	\$103,275	
Lemonwood Changing Room	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Marshall Changing Room	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474	
Program Reserve	\$772,147														
TOTAL	\$363,784,510	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$3,146,592	\$14,224,173	\$23,376,781	\$6,516,752	\$251,284,946	

Notes:

1. Fiscal Year 2023-24 expenditures are as of March 31, 2024
2. Budgets have been adjusted per the December 2023 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

5.3 PROPOSED SEQUENCING

The proposed plan of sequencing begins the process with the design and construction of Fremont at its proposed new location. Upon completion, students from Fremont would be moved into the new school. The old facility could be retained to provide “swing space” to be used to house the next proposed projects to be constructed in sequence. Upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use. The District has not made a final decision on whether to maintain the old Fremont campus for use as swing space.

Likewise, the construction of the new Lopez campus would be done in a similar fashion to that undertaken at Lemonwood, with the new building designed and constructed first on the adjacent playfield while the existing school remains in operation. Upon completion, the old building would be ultimately demolished and play fields provided in its place. In the interim, the old facility would operate as additional “swing space” to expedite the completion of the next sequence of schools to be improved, if required.

Both Driffill and Frank are proposed to be improved with students in place. At Driffill, the proposed facilities that do not displace existing uses would be built first. The portables on site would be used in combination with newly constructed classrooms, including those in the proposed ECDC, to provide “swing space” as the remaining classrooms, including those in the P2P wing, are upgraded. A similar approach is anticipated at Frank through a phased classroom improvement program by utilizing the existing portable as “swing space” in combination with completed classrooms once they receive upgrades.

An additional option, if necessary, is to maximize capacity to full enrollment at all 21st Century replacement or improved existing schools allowing the provision for the use of other select schools to be used as “swing space” in addition to those identified above. Once improvements at those schools needing “swing space” are complete, students will return to their school of residence.

5.4 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 10-12, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritchen, and ECDC facilities at Driffill, Rose, and Marina West. Design activities are proposed to be implemented for the reconstruction of Dr. Lopez 6-8 school. Changing room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase. Bond proceeds from existing authorization and the new measure are proposed to front the brunt of required costs. State modernization grants and awarded and projected grants under the State’s Preschool/TK/K are projected to be also available and may assist in funding. Estimated developer fees

and School Impact Fees from the Teal Club development are proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2025-26.

Table 10: Phase 3 (FY2022-23 – FY2025-26) Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$8,883,623
Ritchen K-5	\$10,019,137
Fremont 6-8	\$65,758,461
Dr. Lopez 6-8	\$4,129,385
ECDC at Driffill	\$9,879,025
ECDC at Rose Avenue	\$4,929,979
ECDC at Marina West	\$10,932,026
Lemonwood K-8 Changing Room	\$2,000,000
Marshall K-8 Changing Room	\$2,000,000
Land Acquisition COP Lease Payments	\$2,062,500
Total	\$120,594,136
Program Reserve	\$6,953,078
Total Uses	\$127,547,214

Phase 4 completes improvements at Driffill, Curren, and Lopez. Land acquisition COP lease payments would also be provided. Bond proceeds from existing authorization and from the second series of bond sales from the new bond measure would fund a major portion of anticipated costs. The balance is anticipated to be from State grants. Phase 4 improvements are projected to be complete by the end of FY2030-31.

Table 11: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing

Project	Estimated Budget
Driffill K-8	\$13,005,183
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$50,929,082
Land Acquisition COP Lease Payments	\$2,321,000
Total	\$92,698,228
Program Reserve	\$24,013,827
Total Uses	\$116,712,054

Phase 5 completes improvements at Brekke, Ramona, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from the new bond measure would fund a major portion of

anticipated costs. The balance is anticipated to be from State grants. Phase 5 improvements are projected to be complete by the end of FY2034-35.

Table 12: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing

Project	Estimated Budget
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
Total	\$74,330,543
Program Reserve	\$21,515,571
Total Uses	\$95,846,115

Based on the identified phasing plan, Table 13 provides a summary of proposed projects under management, including those that are currently underway totaling approximately \$220.5 million.

Table 13: Projects Under Management

Project Name	Start Date	End Date	Master Budget
			(Current Dollars)
Rose Avenue	Jan-2017	Feb-2024	\$51,071,913
Fremont 6-8	Dec-2022	Sep-2026	\$65,758,461
Driffill ECDC	Nov-2022	Nov-2024	\$9,879,025
Rose Avenue ECDC	Sep-2023	Aug-2025	\$4,929,979
Marina West ECDC	Oct-2023	Sep-2025	\$10,932,026
Lemonwood Changing Room	Mar-2024	Aug-2025	\$2,000,000
Marshall Changing Room	Mar-2024	Aug-2025	\$2,000,000
Ritchen Modernization	Jan-2024	Dec-2025	\$10,019,137
McAuliffe Modernization	Apr-2024	Mar-2026	\$8,883,623
Dr. Lopez 6-8	Sep-2024	Feb-2028	\$55,058,467
Total			\$220,532,631

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

A.1 PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities is provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
13-Dec-23	A.8	Presentation of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program	Board of Trustees to receive the December 2023 Semi-Annual Implementation Program Update	Information
13-Dec-23	C.29	Ratification of Amendment #005 to Agreement #17-49 with Arcadis to provide additional Architectural and Design Services for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to ratify Amendment in the amount of \$67,438.00	Approved
17-Jan-24	C.3	Approval and Adoption of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program	The Board of Trustees to accept and adopt the December 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board of Trustees directs staff and CFW to proceed with the adjustments to the Program for immediate implementation	Approved
17-Jan-24	C.6	Approval of Change Order #001 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order in the amount of \$5,339.78	Approved
17-Jan-24	C.16	Approval of Agreement #23-236 with Edwards Construction Group, Inc. to construct Three (3) Modular Classrooms for the Rose Avenue ECDC Project	The Board of Trustees to approve agreement in the amount of \$17,500.00 for preconstruction services	Approved
17-Jan-24	C.17	Approval of Agreement #23-237 with Edwards Construction Group, Inc. to Construct Ten (10) Modular Classrooms for the Marina West ECDC Project	The Board of Trustees to approve agreement in the amount of \$35,000.00 for preconstruction services	Approved
17-Jan-24	C.18	Approval of Agreement #23-238 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Marina West ECDC Project	The Board of Trustees to approve agreement in the amount of \$4,316,860.92	Approved
17-Jan-24	C.19	Approval of Agreement #23-240 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Three (3) Modular Classrooms for the Rose Avenue ECDC Project	The Board of Trustees to approve agreement in the amount of \$1,353,383.14	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Feb-24	C.4	Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order to add an additional wire to the conduits to furnish 3 phase power to the new classrooms in the amount of \$14,707.00	Approved
7-Feb-24	C.5	Approval of Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to approve Change Order for additional security services in the amount of \$50,601.00	Approved
7-Feb-24	C.11	Approval of Agreement #23-248 with Flewelling & Moody for the Rose Avenue Elementary School Closeout Services	The Board of Trustees to approve agreement in the amount not to exceed \$10,000.00 for services necessary to close a 2010 modernization project with certification in order for the new ECDC project to be submitted and approved by DSA	Approved
6-Mar-24	C.1	Approval of Revised Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School	The Board of Trustees to approve revised Change Order for additional security services in the amount of \$50,601.00 with the corrected time extension of 97 days	Approved
6-Mar-24	C.10	Ratification of Amendment #002 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School	The Board of Trustees to ratify amendment in the amount of \$73,920.00	Approved
20-Mar-24	C.8	Approval of Change Order #002 to Agreement #22-230 with Enviroplex for the Driffill ECDC Project	The Board of Trustees to approve Change Order for weld plates, TV mounts and associated work in the amount of \$123,225.48	Approved
20-Mar-24	C.9	Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities	The Board of Trustees to approve Change Order to add an additional wire to the conduits to furnish 3 phase power to the new classrooms in the amount of \$16,138.95	Approved
20-Mar-24	C.10	Ratification of Change Order #004- Extension of Security Services - to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to approve Change Order for additional security services in the amount of \$62,357.40 for July 2023 through December 31, 2023	Approved
20-Mar-24	C.11	Ratification of Change Order #005- Installation of Translucent Glazing - to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project	The Board of Trustees to ratify Change Order for installation of translucent glazing at the classroom doors in the amount of \$30,376.33	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Apr-24	C.5	Ratification of Allocations of Offsite Improvements Contract Contingency #6 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.6	Ratification of Allocations of Contract Contingency #007 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.7	Ratification of Allocations of Project E&O Contingency #8 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.8	Ratification of Allocations of Contract Contingency #009 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.9	Ratification of Allocations of Contract Contingency #10 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease- Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.10	Ratification of Allocations of Contract Contingency #11 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Apr-24	C.11	Ratification of Allocations of Contract Contingency #12 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose. Ave Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.12	Ratification of Allocations of Contract Contingency #13 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project	The Board of Trustees to ratify the Allocation Approval Documents as presented and the distributions of the funds reported	Approved
17-Apr-24	C.14	Rejection of Formal Bid Award, Bid # 23-09, Ritchen Elementary School Modernization Project	The Board of Trustees to reject the bids received	Approved
17-Apr-24	C.32	Ratification of Agreement #23-288 with Atlas Technical Consultants LLC for the Doris/Patterson Site	The Board of Trustees to ratify agreement in the amount of \$2,350.00	Approved
22-Apr-24	A.5	Enhanced Master Construct Special Board Meeting Presentation	The Board of Trustees to receive presentation to recap the adopted Enhanced Master Construct Program along with considerations regarding enrollment and capacity, proposed projects, projected funding sources, and	Information
1-May-24	C.10	Ratification of Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc. to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project.	The Board of Trustees to ratify amendment for additional Inspection and Testing Services as Lab of Record in the amount of \$66,742.28	Approved
1-May-24	C.11	Ratification of Amendment #1 to Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	The Board of Trustees to ratify amendment for additional services related to soil testing in the amount of \$30,923.00	Approved
1-May-24	D.1	Adoption of Resolution No. 23-20 – Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site	The Board of Trustees to adopt resolution granting the Easement and dedicating the facilities within the Easement to the City	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
15-May-24	B.2	Conduct Public Hearing - Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project	The Board of Trustees to conduct a Public Hearing concerning resolution. The approval of resolution will be presented during the action section at the same meeting	Hearing
15-May-24	C.6	Approval of Amendment #001 to Agreement #23-188 with MNS Engineers, Inc. to Provide additional Professional Services for the Fremont Middle School Reconstruction	The Board of Trustees to approve amendment in the amount of \$34,330.00	Approved
15-May-24	C.14	Ratification of Allocations of Contract Contingency #14 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project	The Board of Trustees to ratify the allocation	Approved
15-May-24	D.1	Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project	The Board of Trustees to adopt resolution	Approved

EXHIBIT B

B.1 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

B.1.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The District successfully passed a local G.O. bond authorization in 1997, 2006, 2012, 2016, 2022 respectively. Table B1 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The 1997 authorization approved the sale of \$57 million in G.O. bonds. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1997 Election bonds and generate debt service savings for District taxpayers. The 1997 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of August 1, 2023, the outstanding principal to be repaid from the 1997 Election is approximately \$23.5 million.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to the issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2023, the outstanding principal to be repaid from the 2008 Election is approximately \$34.2 million.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2023, the outstanding principal to be repaid from the 2012 Election is approximately \$93.6 million.

**Table B1: Summary of District G.O. Bond Authorizations and Past Issuances
(as of August 2, 2023)**

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)			Authorization:				\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$375,000	1.62	1	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$12,440,000	1.18	9	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$10,650,000	1.12	10	10Ref, 11Ref, 12Ref
2022	Tax-Exempt GO Bond	6/22/2022	\$380,000	\$0	1.02	0	12Ref
Total			\$23,465,000		1.16	10	
1997 Election 2023-24 Tax Rate: \$0.00			Remaining Authorization:				\$0
2006 Election (Prop. 39 Election)			Authorization:				\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	10	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$3,405,000	1.36	3	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	13	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$7,205,000	1.23	3	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,490,000	1.18	10	14Ref, 15Ref
Total			\$34,202,467		1.50	13	
2006 Election 2023-24 Tax Rate: \$21.00			Remaining Authorization:				\$0
2012 Election (Prop. 39 Election)			Authorization:				\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$455,000	1.79	4	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$845,000	1.99	5	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	15	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,465,000	1.89	5	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,130,000	1.48	20	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$64,960,000	1.38	21	2013B, 2014C, 2015D
2022	Tax-Exempt GO Bond	6/22/2022	\$10,238,000	\$9,768,000	1.39	20	2012A
Total			\$93,648,000		1.43	21	
2012 Election 2023-24 Tax Rate: \$40.50			Remaining Authorization:				\$0
2016 Election (Prop. 39 Election)			Authorization:				\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	23	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,707,734	2.16	24	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,800,135	1.99	27	
Total			\$105,991,760	\$104,507,868	2.12	27	
2016 Election 2023-24 Tax Rate: \$25.20			Remaining Authorization:				\$36,508,240
2022 Election (Prop. 39 Election)			Authorization:				\$215,000,000
New Money Issues							
2023A	Tax-Exempt GO Bond	3/30/2023	\$76,515,000	\$76,515,000	1.98	30	
2022 Election 2023-24 Tax Rate: \$24.30			Remaining Authorization:				\$138,485,000
All Elections Total			\$393,504,228	\$332,338,336	1.76	30	
Aggregate 2023-24 Tax Rate: \$111.00							

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County
⁽¹⁾ Repayment ratio upon issuance of bonds; total represents weighted average of all outstanding bonds

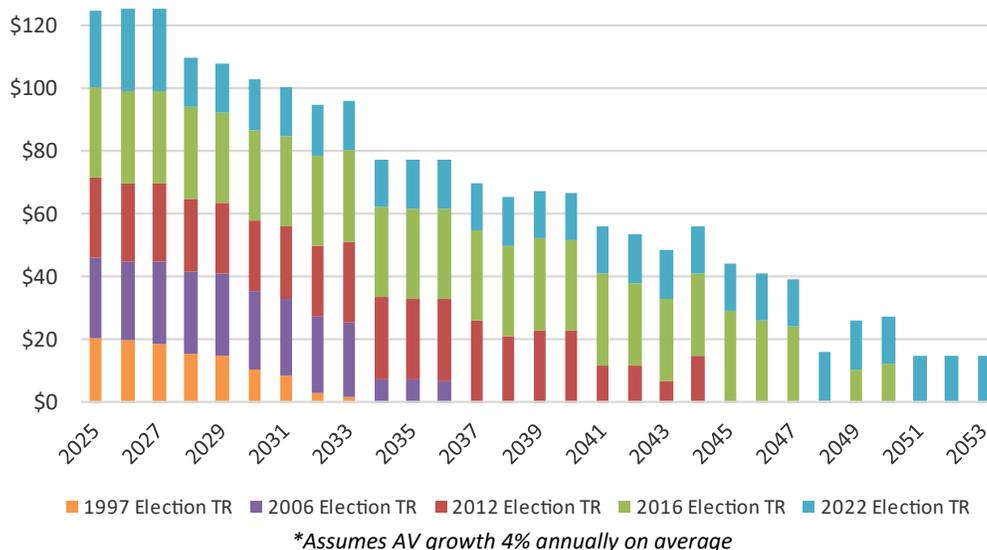
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of August 1, 2023, the outstanding principal to be repaid from the 2016 Election is approximately \$104.5 million.

In November 2022, voters in the District approved and authorized the sale of \$215 million in G.O. bonds. To date, the District has sold approximately \$76.5 million in G.O. bonds leaving approximately \$138.5 million in remaining authorization.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$332.3 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District’s outstanding bonds. In FY 2023-24, Ventura County levied an aggregate tax rate of \$111.00 per \$100,000 of assessed value for the District’s outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter.

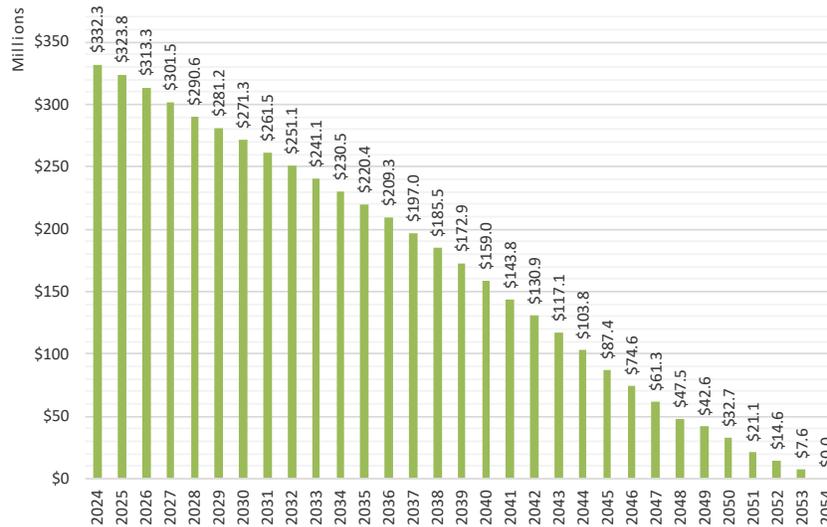
Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s current outstanding bonds, and subsequent refunding of these bonds, account for approximately \$332 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY 2053-54, with total annual payments ranging between \$6.9 million and \$24.0 million for the next 31 years. Total principal to be repaid year-to-year ranges from \$5.0 million to \$16.4 million, while

interest payments range from \$323,425 to \$13.1 million. Figure B2 indicates that the District had approximately \$332 million in total outstanding G.O. bonded indebtedness in FY 2023-24 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

Figure B2: Remaining G.O. Bond Principal Outstanding Over Time



B.1.2 FUTURE BOND SALES

The District has remaining G.O. bond authorization from both the 2016 Election and the 2022 Election. Both authorizations are also subject to the provisions of Proposition 39 which requires a school district to certify that the estimated tax rate to repay subsequent bond sales would not exceed \$30 per \$100,000 of assessed value and establish a Bond Oversight Committee to review annual performance audits of the bond fund expenditures.

Similar to the District’s previous bond programs subject to Prop. 39, the availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for non-unified school districts in California.

The District’s total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District’s bond debt service. As the assessed value grows, so does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY 2010 through FY 2012. Overall, assessed valuation growth averaged 4.8 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.7 percent. While annual

assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table B2: Historic District Total Assessed Valuation

FYE	Assessed Valuations	
	Total	% Change
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
2024	\$16,829,203,339	4.92%
5-Year Average		4.65%
10-Year Average		4.81%
20-Year Average		4.76%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State.

In May 2023, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District’s total assessed valuation. As calculated in Table B3, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$360.1 million. Table B3 indicates that the District had approximately \$332 million in total outstanding G.O. bonded indebtedness as of 2023-24, resulting in a current net bonding capacity of approximately \$27.8 million. Overall, the District is currently utilizing 157.98 percent of its statutory bonding capacity.

Table B3: District’s Bonding Capacity

Fiscal Year 2023-24	
ASSESSED VALUATION	
Secured Assessed Valuation	\$15,987,878,202
Unsecured Assessed Valuation	\$841,325,137
DEBT LIMITATION	
Total Assessed Valuation	\$16,829,203,339
Applicable Bond Debt Limit with Waiver*	2.14%
Bonding Capacity	\$360,144,951
Outstanding Bonded Indebtedness	\$332,338,336
NET BONDING CAPACITY	\$27,806,616
% of Capacity Current Used	92.28%
<small>* 2023 Waiver</small>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$210,365,042
Outstanding Bonded Indebtedness	\$332,338,336
% of Statutory Bonding Capacity Utilized	157.98%

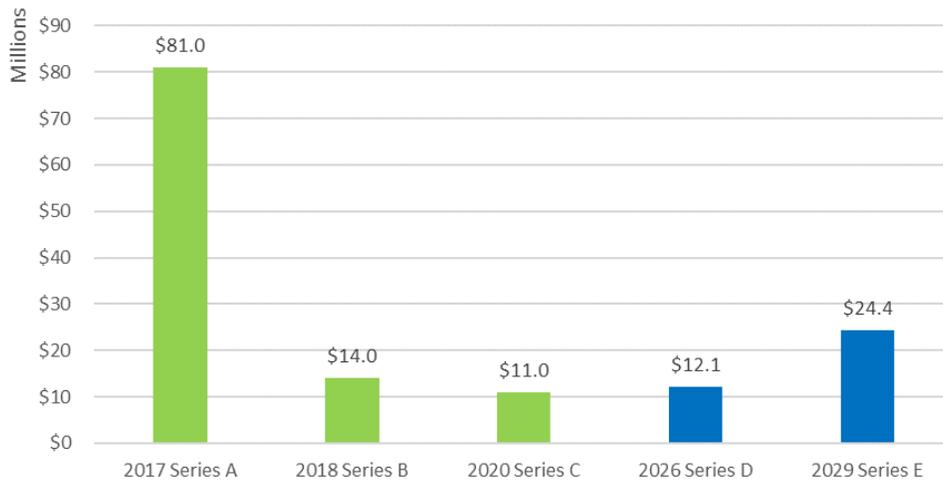
Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for a waiver to increase its bonding capacity as it has successfully obtained in the past.

B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2023-24, the County is levying a rate of \$25.20 per \$100,000 of assessed property value.

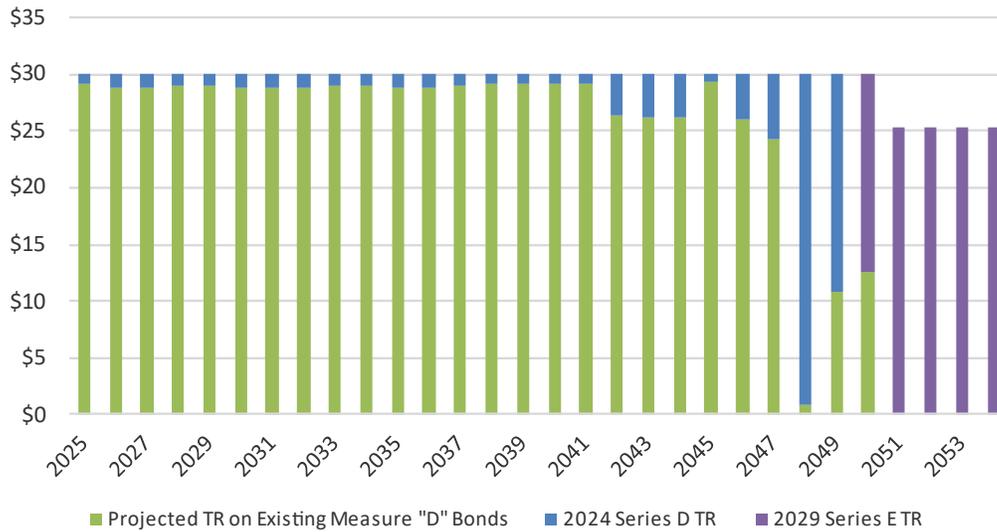
Figure B3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 86 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.

Figure B3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints including the \$30 tax rate, the District will need to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2029, subject to Board review and approval. The estimated amounts of \$12.1 million for the 2026 Series D issuance and \$27.1 million for the 2029 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 4 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2023-24 as published by the County.

Figure B4: Projected Tax Rates (per \$100,000 AV) on Existing and Future Measure “D” Bond Issuances



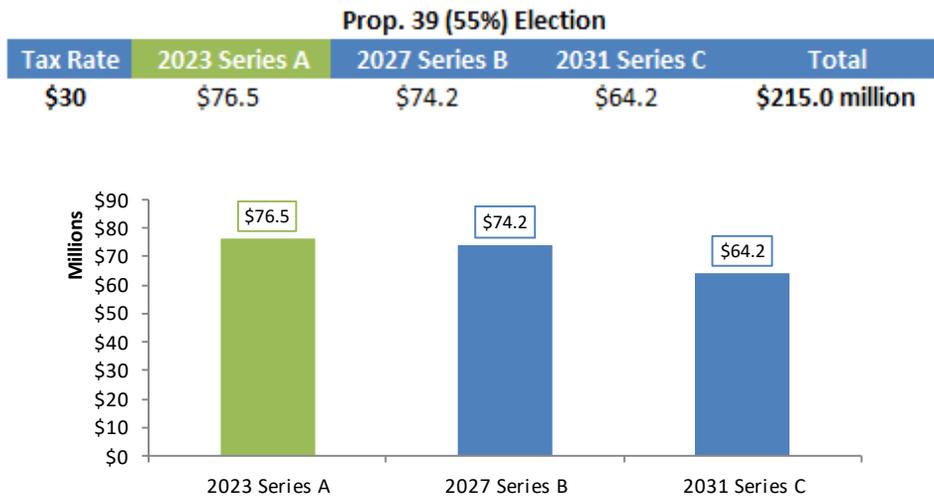
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

In November 2022, voters in the District approved and authorized a new general obligation bond program which was structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$215 million in bond proceeds over a projected 8-year period based on current market conditions.

In March 2023, the District issued the first series of bonds from the 2022 Election authorization in the amount of approximately \$76.5 million. The size and timing of the remaining bond sales depend on the needs of the overall program and can be structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds required authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully granted in the past. The application for this waiver was submitted to the State Board of Education and was approved at its May 2023 meeting.

Figure B4: Estimated 2022 Election Bond Proceeds



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Approval of Resolution No. 23-27 Making Revised Environmental Findings to the CEQA Report in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)

The Oxnard School District (District) is proceeding with the Reconstruction of Fremont Middle School on the existing site located at 1130 North M Street, Oxnard. At its regularly scheduled Board meeting on June 26, 2024, the Board approved an exemption resolution for the California Environmental Quality Act (CEQA) analysis report for the project. The report approved at that Board meeting was found to contain a minor typographical error regarding school capacity.

The purpose of this Board agenda item is request approval of the revised report regarding the school's student capacity. The resolution has not changed and projects' exemption status remains unchanged.

Tetra Tech has prepared a revised California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 2 Categorical Exemption, under CEQA Section 15314. A Class 2 Categorical Exemption consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent. The previously approved exemption report did not properly address the student capacity of the existing and new school sites.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions. The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution No. 23-27 Making Revised Environmental Findings to the CEQA Report in Connection with the Proposed Reconstruction of Fremont Middle School.

ADDITIONAL MATERIALS:

Attached: Revised-Reconstruction of Fremont Middle School Project Categorical Exemption Report by Tetra Tech (6 pages)
Resolution No. 23-27 (2 pages)
Notice of Exemption Form (1 page)
Fremont MS Vicinity Map (1 page)
Fremont MS CSM Map (1 page)



July 03, 2024

112-SBA-T43569

Dr. Ana DeGenna
 Superintendent
 Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Subject: California Environmental Quality Act (CEQA) Categorical Exemption for the Fremont Middle School Reconstruction Project. *REVISED*

Dear Dr. DeGenna:

Please find as follows our findings that the proposed reconstruction of Fremont Middle School, located at 1130 North “M” Street, is exempt from further environmental review based on a Class 2 exemption under the California Environmental Quality Act (CEQA). In addition, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder’s office.

Table 1 Project Summary

Project Title:	Fremont Middle School Reconstruction
Project Applicant (Public Agency Approving Project):	Oxnard School District
CEQA Exemption Recommendation:	Categorical Exemption
Location:	1130 North “M” Street, Oxnard, California 93030
Assessor Parcel Number (APN):	200001107
Site Size:	24.3 Acres
Site Access:	M St., Glenwood Dr.
General Plan Land Use Designation:	(SCH) School
Zoning:	(CR) Community Reserve
Current Use of Project Site:	Public Middle School
Proposed Use of Project Site:	Public Middle School
Surrounding Land Uses:	North: Park (CR), Residential (R-1) South: Residential (R1) East: Residential (R4) West: Residential (R3, R4)



Project Location and Environmental Setting:

The project Site is located at 1130 M St, Oxnard, California 93030 (see Figure 1, Local Vicinity Map). The project site is currently used as a public middle school. Fremont Middle School consists of 42 classrooms, of which 8 are portable. Vehicular access to the school is provided from the West via “M” Street or North via Glenwood Dr.

The approximately 24.3-acre site includes assessor parcel number (APN) 200001107.¹ The project site is surrounded on three sides by residential neighborhood. Directly north and south of the project are single-family residential developments (R1). To the east and west are multifamily residential developments (R3, R4). The project site is located within the City of Oxnard General Plan and has a General Plan Land Use Designation of School, and Zoning designation of CR, Community Reserve.²

Project Description:

The Fremont Academy of Environment Science and Innovative Design (Fremont) 6-8 school is located at 1130 North M Street on a 24.3-acre parcel bounded by North H and M Streets, Devonshire Drive and Glenwood Drive. The Project consists of a complete reconstruction/replacement of the Fremont campus with an entirely new set of facilities, built according to the current State code, District specifications, and 21st century educational program requirements. The project would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use.

The reconstructed school would include multi-storied classrooms to accommodate up to 1200 students. The proposed project would construct 33 classroom facilities, including 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed.

Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided. Construction is expected to begin in 2024 and finish in 2026.

¹ Ventura County Assessor Map. Accessed December 2023, URL: <https://assessor.countyofventura.org/assessor-data/assessor-maps/>

² City of Oxnard. Online Map. Accessed December 2023, URL: <https://www.oxnard.org/city-department/community-development/planning/planning-and-zoning-search/>



CEQA Exemption Recommendation: Categorical Exemption, CEQA Guidelines Section 15302 – Existing Facilities:

CEQA Guidelines Section 15302, Replacement or Reconstruction, defines a Class 2 Exemption as a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.

Reasons to support exemption findings:

The Project consists of the reconstruction of the existing school for an important upgrade of outdated and failing facilities. The Project would reconstruct and replace the existing school with more modern and safer facilities but would not increase enrollment capacity by more than 50%, as identified in Table 2. Therefore, the proposed project would qualify for Class 2 Exemption.

Table 2: Comparison of Existing and Proposed Fremont MS Configuration

	Fremont MS Existing Configuration	Fremont MS Proposed Configuration	Percent Increase
Permanent Classrooms	35	28	-20%
Portable Classrooms	11	0	-100%
Total Classrooms	46	28	-39.1%
Other Uses (Intervention, Music, Stem)	1 (comp tech lab)	5 Science Labs, Band room	+4
Student Capacity	1200	1200	0%
Permanent Square Footage	58,995	58,815	-0.3%
Portable Square Footage	10,780	0	-100%
Total Building Square Footage	69,775	58,815	-15.7%
Total Site Area (Acres)	24.3	24.3	0%

Exceptions:

CEQA Guidelines Section 15300.2, Exceptions, details six exceptions to the exemptions. Each of the six exceptions are discussed below together with the reasons why they are not applicable to this project.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Fremont Middle School reconstruction would occur on the existing campus. The proposed project qualifies for a Class 2 exemption and therefore this criterion is not applicable to this project.

- b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

Cumulative impacts are defined in the State CEQA Guidelines Section 15355 as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time. Public intermediate schools are generally considered to be a public service to the surrounding community, and capacity fluctuations are a response to cumulative population pressure.

During the last 30+ years the campus has not added any permanent classrooms to the campus, nor upgraded the facilities. The proposed project includes the reconstruction and operation of the new middle school facilities on the existing Fremont Middle School campus. With implementation of the proposed project, any need for future classrooms expansion would be tied to the population pressures within the city. There is no foreseeable need to increase student capacity or add additional classrooms beyond the proposed project if population remains static. If there were to be a change that precipitated future development that would result in potential cumulative impacts, then potential cumulative impacts could be assessed at that time. Therefore, with implementation of the proposed project a total reconstruction of the campus would occur, increasing safety and modern facilities, under a Class 2 Exemption. Also the project would not increase capacity beyond the thresholds outlined in under a Class 2 Exemption. Therefore, no cumulative impacts are anticipated.

- c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. The proposed project includes the reconstruction of the existing campus. The campus is located within a developed residential neighborhood and would continue to be used as a public school with implementation of the proposed project. The proposed project would be implemented in compliance with all relevant regulations and District specifications, including construction best management practices. Therefore, no impacts due to unusual circumstances are anticipated.

- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The proposed project includes the Reconstruction of the Fremont Middle School campus. There are no officially designated State Scenic Highways located within close proximity to the project site based on a review of the California State Scenic Highway System Map.³ Therefore, no adverse impacts to scenic resources within a designated state scenic highway would result.

- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

There is currently no evidence of RECs in connection with the Site, the surrounding school, or adjoining properties. No further environmental assessment of the Site appears to be warranted at this time. Therefore, no hazardous waste impacts are anticipated.

- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

Fremont Middle School is 62 years old. The campus was initially opened in 1961 but has undergone an evolution that included the use of portables to bring it to its now 40 classrooms size. There will be no demolition of permanent structures constructed before 1961 planned as part of the proposed reconstruction. All demolition is to be carried out under a different project. The school buildings are not themselves considered a historic resource, and the site will remain a middle school. Therefore, no adverse impacts to known historic resources are anticipated.

The Fremont Middle School Reconstruction Project (“project”) described above is determined to be exempt from further environmental review requirements of CEQA of 1970, as defined in the State CEQA Guidelines for the implementation of CEQA.

³ California Department of Transportation (Caltrans). California State Scenic Highway System Map. Accessed May 2023, URL: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>



Please contact Randy Westhaus at (805) 455-0603 (Randy.Westhaus@tetratech.com) or Seth Hopkins at (774) 991-5822 (Seth.Hopkins@tetratech.com) if you have any questions regarding this analysis or need additional information.

Sincerely,

TETRA TECH

A handwritten signature in blue ink that reads 'Randy Westhaus'.

Randy Westhaus, P.E.
California Schools Director

A handwritten signature in blue ink that reads 'Seth L Hopkins'.

Seth Hopkins, M.A.
Senior Environmental Planner

Attachments: Figure 1 – Local Vicinity Map
Figure 2 – Conceptual Site Plan

RESOLUTION NO. 23-27

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH PROPOSED
RECONSTRUCTION OF FREMONT MIDDLE SCHOOL LOCATED AT 1130 NORTH M
STREET, OXNARD, CA 93030**

WHEREAS, the Oxnard School District (“District”) is reconstructing Fremont Middle School located at 1130 North M Street, Oxnard, CA, 93030 on its existing site (“Project”);

WHEREAS, the District’s consultant, Tetra Tech has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 2, Categorical Exemption, under CEQA Section 15314;

WHEREAS, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Tetra Tech reviewed the project and indicated that the project will not violate any of the conditions;

WHEREAS, the project consists of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent;

WHEREAS, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

NOW, THEREFORE, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 2 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 7th day of August 2024, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Veronica Robles-Solis				
Clerk Monica Madrigal Lopez				
Trustee MaryAnn Rodriguez				
Trustee Brian Melanephy				
Trustee Rose Gonzales				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on August 7, 2024.

Monica Madrigal Lopez
 Clerk of the Board of Trustees
 Oxnard School District

Notice of Exemption

Appendix E

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044
 County Clerk
 County of: Ventura

From: (Public Agency): Oxnard School District

 1051 South A St,

 Oxnard, CA 93030

 (Address)

Project Title: Fremont Middle School Reconstruction Project

Project Applicant: Oxnard School District

Project Location - Specific: Fremont Middle School
 1130 M St, Oxnard,
 California 93030

Project Location - City: Oxnard **Project Location - County:** Ventura

Description of Nature, Purpose and Beneficiaries of Project:

The Project consists of a complete reconstruction/replacement of the Fremont campus with an entirely new set of facilities, built according to the current State code, District specifications, and 21st century educational program requirements. The Project will not increase enrollment capacity.

Name of Public Agency Approving Project: Oxnard School District

Name of Person or Agency Carrying Out Project: Oxnard School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 2
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The Project consists of the reconstruction of the existing school for an important upgrade of outdated and failing facilities. The Project would reconstruct and replace the existing school with more modern and safer facilities but would not increase enrollment capacity by more than 50%. Therefore, the proposed project would qualify for Class 2 Exemption.

Lead Agency
Contact Person: Valerie Mitchell **Area Code/Telephone/Extension:** 805-385-1501 ext 2401

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ **Date:** _____ **Title:** Assistant Superintendent Business Services

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

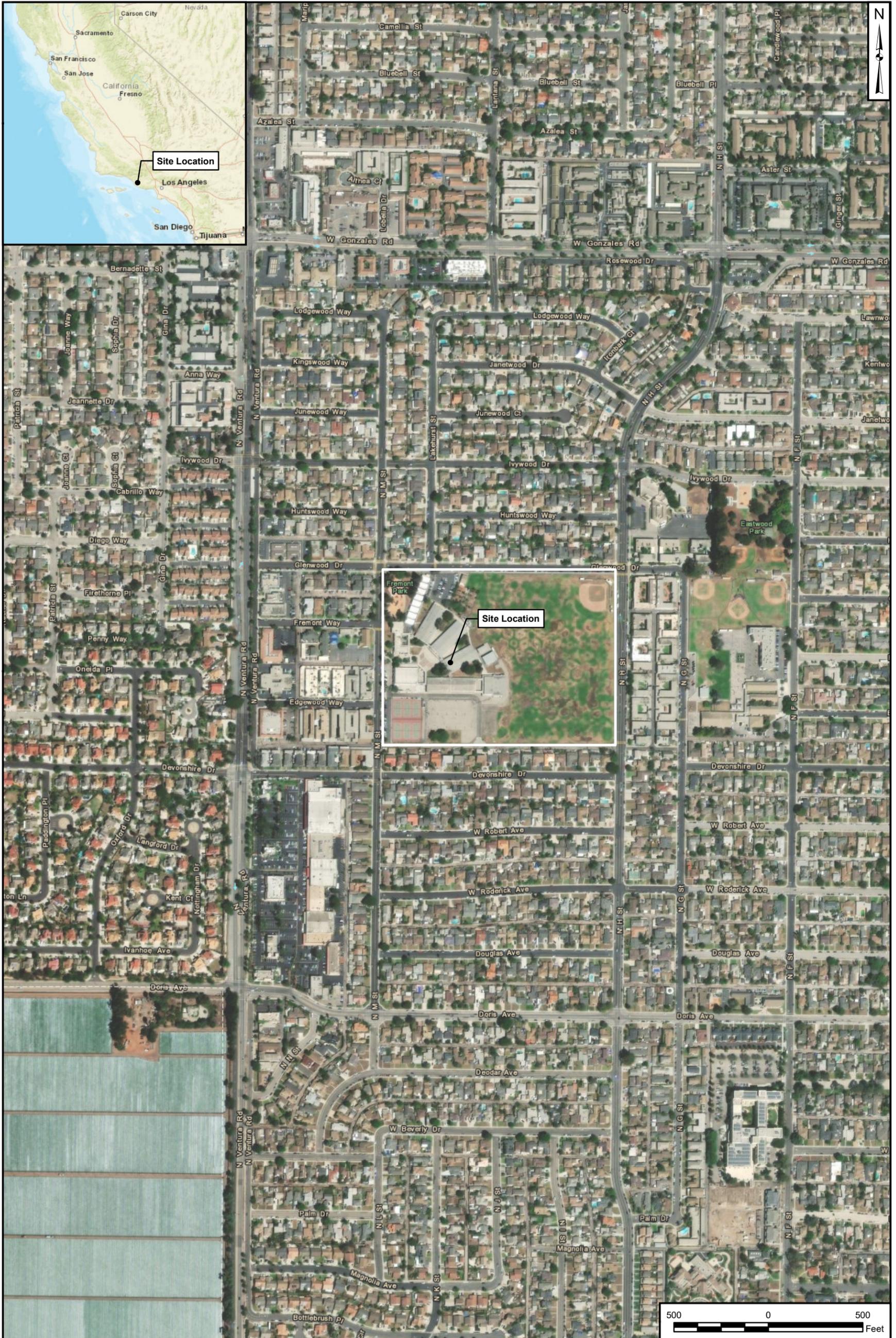
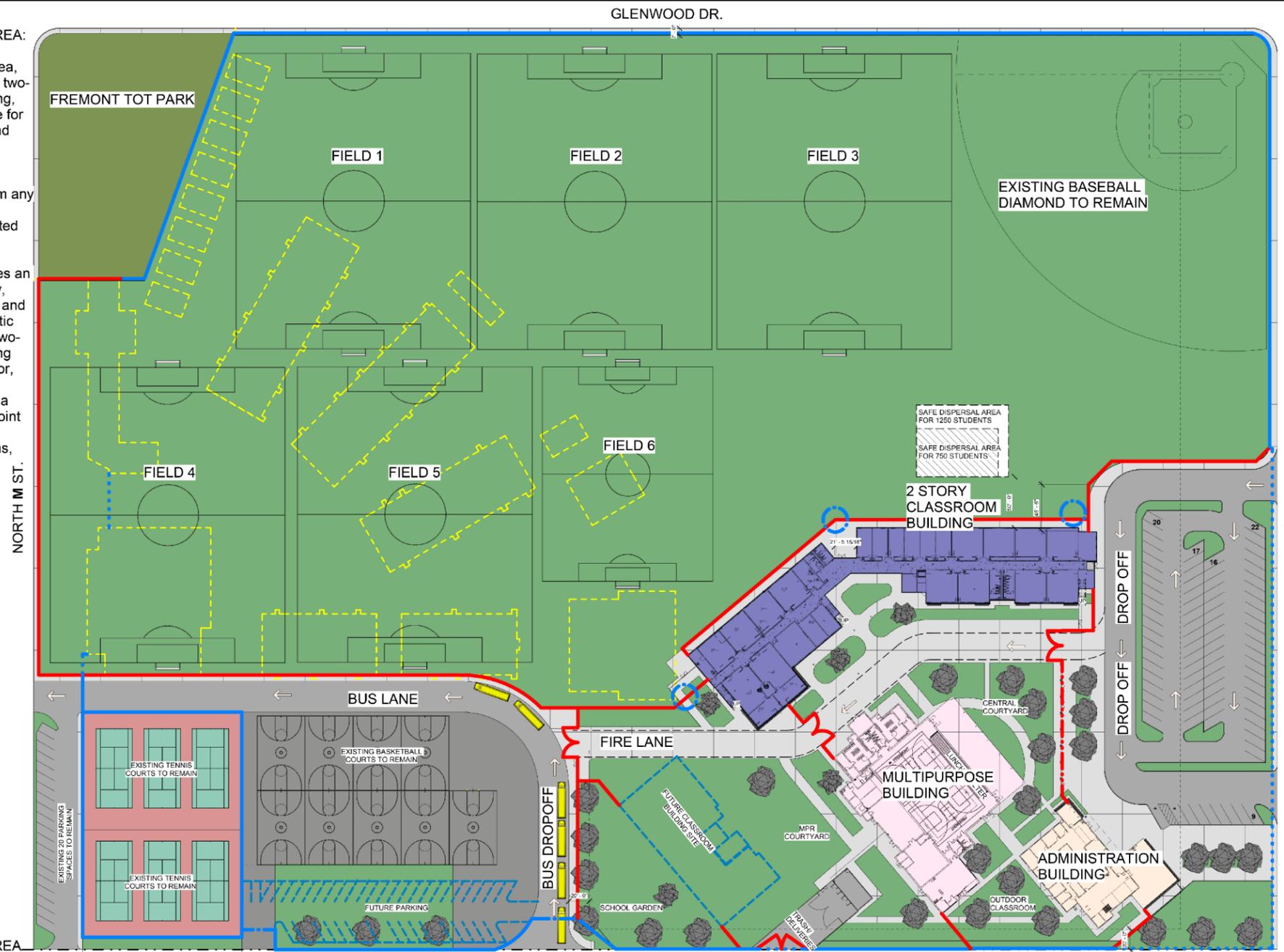


Figure 1 - Local Vicinity Map
Freemont Middle School
130 North M Street, Oxnard, CA 93030

SAFE DISPERSAL AREA:

The Safe Dispersal Area, positioned north of the two-story classroom building, serves as a vital space for the safe evacuation and gathering of students during emergencies. Ensuring a minimum distance of 50 feet from any structure, this location provides an unobstructed zone. Blue circles representing potential control points, facilitates an organized exit strategy, preventing congestion and allowing for a systematic flow of students. The two-story classroom building acts as a central anchor, defining the northern boundary and offering a prominent reference point for students during emergency evacuations.

 EXIT TO SAFE DISPERSAL AREA



(E) STANDARD FENCING **(E) 778' OF STAN. FENCING TO BE DEMO** **162' OF DECORATIVE FENCING** **2782' OF STANDARD FENCING**

-  M.P.R.
-  ADMINISTRATION
-  EXISTING BUILDINGS TO BE DEMOLISHED
-  84 NEW PARKING SPACES
-  CLASSROOMS
-  FUTURE CLASSROOM, PARKING, FIRE LANE EXPANSION



Figure 2 – Fremont MS Conceptual Site Plan

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Approval of the District's Submission of the 2024-25 Consolidated Application for Funding (Mitchell/Núñez)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute federal program funds to school districts in California. Every June, each local educational agency (LEA) submits the spring release of the application to show participation in these programs and ensure compliance with legal requirements. The funding amounts are determined by specific formulas in the program laws. Additionally, data is submitted in January/February each school year to monitor accuracy.

The District agrees to have the use of these funds reviewed or audited according to the CDE's Federal Program Monitoring (FPM) standards. The District also accepts the legal conditions for operating selected projects and programs, with copies of these assurances available on site.

FISCAL IMPACT:

Submission of application makes the district eligible for federal categorical funds for the 2024-25 fiscal year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the District's submission of the 2024-2025 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: [2024-25 Consolidated Application \(6 Pages\)](#)

2024–25 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Valerie Mitchell
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent of Business Services
Authorized Representative's Signature Date	06/28/2024

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Aracely Fox
Authorized Representative's Title	Assistant Superintendent of Educational Services
Authorized Representative's Signature Date	06/20/2024
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	06/26/2024
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Aracely Fox
Authorized Representative's Title	Assistant Superintendent of Ed Services

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

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2024–25 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
New Harvest Christian School	7093677	117	N				N
Our Lady of Guadalupe Parish School	6965768	153	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	255	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	205	Y	Y	Y	Y1	N

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #24-01 (Mitchell/Reyes)

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

1. A listing of Purchase orders issued 6/11/2024 through 7/08/2024 for the 2023-2024 school year, for \$1,514,258.77.
2. A listing of Purchase orders issued 6/11/2024 through 7/08/2024 for the 2024-2025 school year, for \$32,956,398.16.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Interim Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-01 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #24-01 \(13 Pages\)](#)

Includes Purchase Orders dated 06/11/2024 - 07/08/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05618	Facilitron, Inc.	038	LCAP_1.24-Fieldtrip Admission	010-5800	119.18
P24-05619	Toppers Pizza Place	640	MTLS/SUP - SUPT FELLOWS MTG	130-4300	138.75
P24-05620	Lego Education	315	LCAP_1.06 - MTLS/SUP	010-4300	78,907.78
P24-05621	Lego Education	315	LCAP_1.06 - MTLS/SUP	010-4300	53,901.77
P24-05622	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Service / Fremont	010-5800	1,485.00
P24-05623	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	048	LCAP_1.24 SERV	010-5800	1,483.54
P24-05624	MARRIOTT HOTEL SERVICES INC AN AHEIM MARRIOTT	345	LCAP_1.20 Conference	010-5200	584.82
P24-05625	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	9,401.57
P24-05626	BON AIR INC.	630	DEF MAINT./ KAMALA CHILLER RPLC PROJ)	140-6200	166,000.00
P24-05627	360 Degree Customer, Inc	380	SERV(SUPPORT STAFFING)	010-5100 010-5800	675,000.00 25,000.00
P24-05628	Stix Holdings, LLC	640	FOOD - KAMALA ASP STUDENTS	130-4700	300.00
P24-05629	Stix Holdings, LLC	640	FOOD - MCKINNA ASP STUDENTS	130-4700	300.00
P24-05630	SPB Associates, Inc DBA Subway # 27320	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	269.55
P24-05631	Ventura Co Office Of Education	058	LCAP_1.9 Conference PD	010-5200	250.00
P24-05632	Southwest School & Office Sup	003	stores supplies	010-9320	147.76
P24-05633	805 Burgers Co.	640	MTLS/SUP - OSD CREATES	130-4300	558.45
P24-05634	Amazon Com	100	MTLS/SUP	010-5200	488.16
P24-05635	Amazon Com	100	Book Order	010-4200	760.54
P24-05636	AMICOLOR INC.	200	MTLS/SUPPLIES	010-4300	5,813.30
P24-05637	General Binding Corp.	054	LCAP_1.24 MAINT AGRMTS	010-5631	552.81
P24-05638	OXNARD ADULT SCHOOL	360	LCAP_3.01 Title III- Books	010-4200	270.00
P24-05639	Tom Rey Garcia dba/ Tomas Cafe & Gallery	360	LCAP_3.01-Supplies/Refreshments	010-4300	245.48
P24-05640	PEGASUS TRANSIT, INC	620	LCAP_4.04 SERV/ SUPP TRANS	010-5803	10,450.00
P24-05641	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,174.44
P24-05642	General Binding Corp.	050	LCAP_1.24 MAINT AGRMTS	010-5631	506.00
P24-05643	NANCY PAULSON EXTREME MATH	315	LCAP_1.12 MTLS/SUP	010-4300	961.40
P24-05644	SANTA BARBARA AIRBUS	315	LCAP_1.12 SERV-FT	010-5800	2,750.00
P24-05645	INSTRUCTURE INC.	315	LCAP_1.21 CONF CANVAS	010-5200	1,970.00
P24-05646	Home Depot Inc	315	LCAP_1.06 MTLS/SUP ELOP BUILDING	010-4300	3,000.84
P24-05647	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	041	LCAP_1.24 SERV	010-5800	81.94
P24-05648	Committee For Children	385	LCAP_2.04 Goal Online licenses	010-5818	84,132.00
P24-05649	GENESIS FLOOR COVERING INC	630	Def Maint/ Professional Service/ Chavez	140-6200	340,172.52
P24-05650	CPI	380	LCAP_1.30 MEMBERSHIP (H.BROWN & R.MARRON	010-5300	400.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 06/11/2024 - 07/08/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05651	General Binding Corp.	052	LCAP_1.24 MAINT AGRMTS	010-5631	506.00
P24-05652	General Binding Corp.	630	LCAP_1.24 MAINT AGRMTS	010-5631	584.85
P24-05653	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	300	MTRL/SUPL LCAP 1.19	010-4300	6,463.83
P24-05654	EQ Landscaping Inc.	630	Grounds Professional Services / Seabridge, Frank	010-5800	18,300.00
P24-05655	Hilton Orange County/Costa Mes	380	LCAP_1.30_ Travel & Conference Behaviorists recert	010-5200	626.02
P24-05656	Dial Security	630	Repair Services / Drifill	010-5632	500.00
P24-05657	Amazon Com	630	Materials and Supplies	010-4321	386.79
P24-05658	Amazon Com	620	MTLS/SUPPLIES	010-4300	40.26
P24-05659	CORQUE CRAFTHOUSE & KITCHEN LL C	100	SERV/ FOOD FOR RETREAT	010-5800	16,506.44
P24-05660	Maad Graphics	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	152.95
P24-05661	ACCO BRANDS USA LLC	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	355.37
P24-05662	Roosevelt Hotel, LLC	100	Hotel - LALIF Film Festival	010-5200	940.32
				010-5223	313.44
				010-5224	313.44
				010-5225	313.44
P24-05663	HYATT REGENCY SAN FRANCISCO	100	Hotel for Californians Together	010-5200	378.02
P25-00006	TAMMY SMITH BEYOND US CONSULTI NG	300	LCAP 1.32- SUPP CONCENTRATION	010-5800	70,000.00
P25-00007	TAWNIS PONIES & PETTING FARM I NC.	315	LCAP_1.06 SERV/ELOP	010-5800	12,550.00
P25-00008	Ventura Co Office Of Education	320	LCAP_1.17 SERV/T1	010-5800	8,800.00
P25-00009	LEARNING INNOVATION SYSTEMS	345	SVC/SUPP CONC - LCAP 1_32	010-5800	3,000.00
P25-00010	School Serv Of Calif Inc	600	SERV / GENERAL FUND	010-5800	32,000.00
P25-00011	Rodney Allen Spicer dba/ Gold Coast K9	385	LCAP_2.06 SERV	010-5800	48,000.00
P25-00012	CN School & Office Sol, Inc Cu Iver-Newlin	650	EQUIP/TEACHER DESKS	010-4400	13,708.14
P25-00013	CN School & Office Sol, Inc Cu Iver-Newlin	650	EQUIP/FLOOR MOUNTED PANEL	010-4400	1,014.69
P25-00014	HATCHING RESULTS LLC	385	LCAP_2.04 SERV	010-5800	90,000.00
P25-00015	SPECIALIZED BUSINESS SYSTEMS, INC	200	EQUIP (Lektiever Kardex)	010-4400	12,563.75
P25-00016	CN School & Office Sol, Inc Cu Iver-Newlin	650	MATL/SUP (ADD LOWER PANEL FRAMES)	010-4300	1,171.83
P25-00017	RJ Services. LLC	385	LCAP_2.4/ SERV- LCSSP GRANT	010-5800	44,700.00
P25-00018	COUNTY OF VENTURA COUNTY HUMAN SVCS AGENCY	385	LCAP_2.04 SERV	010-5800	476,172.00
P25-00019	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	315	LCAP_1.06 SERV/ELOP	010-5800	4,590,000.00
P25-00020	UNFOLD THE SOUL, INC.	300	SERV / TITLE II	010-5800	10,500.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00021	TAJ DASHAUN JOHNSON TAJ DASHAU N, LLC	315	SERV/ LCAP_1.12	010-5800	200,000.00
P25-00022	Renaissance Learning Inc	320	LCAP_3.15 / 3.27 - SERV	010-5800	17,000.00
P25-00023	Renaissance Learning Inc	320	LCAP_1.07 / SERV	010-5800	2,661,430.92
P25-00024	PANORAMA EDUCATION INC	385	LCAP_2.04 SERV (MTSS)	010-5800	210,500.00
P25-00025	CANON SOLUTIONS AMERICA INC	655	MAINT (GRAPHICS DP130 AND V800)	010-5631	20,000.00
P25-00026	CANON SOLUTIONS AMERICA INC	655	MAINT (GRAPHICS COLORADO 1630)	010-5631	6,599.88
P25-00027	General Binding Corp.	051	LCAP_1.24 MAINT AGRMTS	010-5631	825.38
P25-00028	General Binding Corp.	053	LCAP_1.24 MAINT AGRMTS	010-5631	611.22
P25-00029	General Binding Corp.	038	LCAP_1.24 MAINT AGRMTS	010-5631	612.32
P25-00030	CANON FINANCIAL SERVICES INC	655	LEASE (GRAPHICS DP130 AND V800)	010-5631	41,613.12
P25-00031	CANON FINANCIAL SERVICES INC	655	LEASE (GRAPHICS COLORADO 1630)	010-5631	12,252.36
P25-00032	All Phase Electric Supply	630	Electrical Materials and Supplies	010-4321	15,000.00
P25-00033	Allcable Inc	630	Electrical Materials and Supplies	010-4321	5,000.00
P25-00034	Aswell Trophy And Engraving	630	Facilities Professional Services	010-5800	500.00
P25-00035	Batteries Plus	630	Electrical Materials and Supplies	010-4321	6,000.00
P25-00036	BLAINE WINDOW HARDWARE INC	630	Window Materials and Supplies	010-4327	3,000.00
P25-00037	CAMFIL USA INC	630	HVAC Materials and Supplies	010-4323	2,000.00
P25-00038	Del Norte Recycling Center	630	Maintenance Professional Services	010-5800	1,000.00
P25-00039	Diversified Lighting Supply	630	Electrical Materials and Supplies	010-4321	5,000.00
P25-00040	Dunn Edwards	630	Painting Supplies	010-4324	5,000.00
P25-00041	Foundation Building Matls, LLC	630	Maintenance Misc. Materials and Supplies	010-4329	7,000.00
P25-00042	Furagganan Lemonnier Group dba . Breakers Stereo & Perf.	630	Maintenance Professional Services	010-5800	1,000.00
P25-00043	Harbor Freight Tools	630	Maintenance Misc Materials and Supplies	010-4329	1,500.00
P25-00044	HOME DEPOT PRO-SUPPLY WORKS	630	Plumbing Materials and Supplies	010-4325	2,000.00
P25-00045	Intelliccept	630	Maintenance Materials and Supplies	010-4300	1,500.00
P25-00046	John A Lagomarsino IV Lagomarsino Transport	630	Maintenance Professional Services	010-5800	5,000.00
P25-00047	Kason Western Industries	630	Locksmith Materials and Supplies	010-4343	3,000.00
P25-00048	KEITH'S AUTO	630	Maintenance Vehicle Repair	010-5632	10,000.00
P25-00049	Mayan Hardwood Inc	630	Flooring Materials and Supplies	010-4322	5,000.00
P25-00050	Mel Giffin, Inc.	630	Maintenance Repairs	010-5632	3,000.00
P25-00051	Montgomery Hardware Company	630	Locksmith Materials and Supplies	010-4343	5,000.00
P25-00052	Mostafa Gharebaghi 5 Points Smog	630	Smog Professional Services	010-5800	500.00
P25-00053	Pacificom Coast Sound And	630	Audio Visual Materials and Supplies	010-4331	5,000.00
P25-00054	Parts Town, LLC	630	Maintenance Materials and Supplies	010-4300	5,000.00
P25-00055	PPG ARCHITECT COATINGS, LLC	630	Painting Materials and Supplies	010-4324	5,000.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00056	Service Lighting & Electrical Supplies Inc / 1000Bulbs.com	630	Electrical Materials and Supplies	010-4321	5,000.00
P25-00057	Shiffler Equipment	630	Maintenance Misc Materials and Supplies	010-4329	3,000.00
P25-00058	SIGNET CONTROLS, INC	630	HVAC Materials and Supplies	010-4323	5,000.00
P25-00059	SIGNET CONTROLS, INC	630	Maintenance Professional Services	010-5800	2,000.00
P25-00060	Superior Sanitary Supplies	630	Plumbing Materials and Supplies	010-4325	3,000.00
P25-00061	Tech-Wall Of Ventura Inc	630	Maintenance Repairs	010-5632	2,000.00
P25-00062	United Refrigeration Inc	630	HVAC Materials and Supplies	010-4323	40,000.00
P25-00063	US Air Conditioning Dist	630	HVAC Materials and Supplies	010-4323	8,000.00
P25-00064	VENTURA STEEL INC	630	Maintenance Materials and Supplies	010-4300	2,500.00
P25-00065	VER SALES, INC	630	Maintenance Materials and Supplies	010-4300	2,000.00
P25-00066	Victor Manuel Tenorio 101 Glas s & Mirror	630	Maintenance Window Repair	010-5632	2,000.00
P25-00067	Vogue Sign Company	630	Maintenance Materials and Supplies	010-4300	5,000.00
P25-00068	Vortex Industries, Inc	630	Roll up Door Repairs	010-5632	1,500.00
P25-00069	Edgewood Press, Inc	003	Stores Supplies	010-9320	1,283.33
P25-00070	AMERICAN FLAGPOLE & FLAG CO.	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00071	AMERICOVER INC	630	Maintenance Materials and Supplies	010-4300	550.00
P25-00072	BAVCO	630	Plumbing Materials and Supplies	010-4325	1,000.00
P25-00073	BOBCAT OF VENTURA	630	Maintenance Professional Services	010-5800	1,000.00
P25-00074	Bucknail Power Tool Service	630	Plumbing Repairs	010-5632	500.00
P25-00075	California Quality Plastics	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00076	CB ACOUSTICAL	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00077	C R Laurence Co Inc	630	Window Materials and Supplies	010-4327	500.00
P25-00078	eReplacementParts.com, LLC	630	Maintenance Misc. Materials and Supplies	010-4329	500.00
P25-00079	Gold Coast Steel & Supply Inc	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00080	Hardnox Llc	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00081	Joe F Alvarez Tri County Rhino	630	Maintenance Professional Services	010-5800	500.00
P25-00082	John Pence Building Specs Inc	630	Maintenance Repairs	010-5632	500.00
P25-00083	JuengermannInc dba Spring Industries	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00084	Pride Barco Lock Company	630	Locksmith Materials and Supplies	010-4343	500.00
P25-00085	SCIENTIFIC PLASTICS CO., INC	630	Plumbing Supplies	010-4325	500.00
P25-00086	Airgas USA Inc	630	HVAC Materials and Supplies	010-4323	1,000.00
P25-00087	Airport Towing	630	Maint Professional Services	010-5800	500.00
P25-00088	American Time And Signal	630	Audio Visual Materials and Supplies	010-4331	5,000.00
P25-00089	AMERIGAS PROPANE, LP	630	HVAC Materials and Supplies	010-4323	1,000.00
P25-00090	ANIXTER INC	630	Locksmith Materials and Supplies	010-4343	25,000.00
P25-00091	Appliance Parts of Oxnard, LLC	630	HVAC Materials and Supplies	010-4323	10,000.00
P25-00092	Astra Industrial Services In	630	Plumbing Materials and Supplies	010-4325	5,000.00
P25-00093	AutoZone Stores, LLC	630	Maint Misc Materials and Supplies	010-4329	2,500.00
P25-00094	Buffums Safe and Lock	630	Locksmith Materials and Supplies	010-4343	2,000.00

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P25-00095	Chapins Equip Rentals	630	Maintenance Rentals	010-5600	500.00
P25-00096	Coastal Pipco	630	Plumbing Materials and Supplies	010-4325	2,000.00
P25-00097	County First Fire Protection	630	Maintenance Professional Service	010-5800	25,000.00
P25-00098	Daniels Tire Service	630	Maintenance Professional Services	010-5800	5,000.00
P25-00099	Desoto Sales Inc	630	Flooring Materials and Supplies	010-4322	1,000.00
P25-00100	Drapery Affair The Floor Store	630	Flooring Materials and Supplies	010-4322	10,000.00
P25-00101	Durbiano Fire Equipment Co	630	Maintenance Professional Services	010-5800	20,000.00
P25-00102	Electric Motor Service	630	Repair of Maintenance Equipment	010-5632	5,000.00
P25-00103	ENVISION FORD LINCOLN OXNARD	630	Maintenance Vehicle Repairs	010-5632	5,000.00
P25-00104	ENVISION FORD LINCOLN OXNARD	630	Maintenance Misc Materials and Supplies	010-4329	1,000.00
P25-00105	FAMCON PIPE & SUPPLY INC	630	Maintenance Misc Materials Supplies	010-4329	500.00
P25-00106	Ferguson Enterprises Inc	630	Plumbing Materials and Supplies	010-4325	30,000.00
P25-00107	FG Wilcox Inc	630	HVAC Materials and Supplies	010-4323	3,000.00
P25-00108	Florence Filter Corporation	630	HVAC Materials and Supplies	010-4323	4,000.00
P25-00109	Gold Coast Glass Inc	630	Window Repair	010-5632	10,000.00
P25-00110	Grainger Inc	630	Maintenance Misc. Materials and Supplies	010-4329	35,000.00
P25-00111	H And R Roofing	630	Roofing Materials and Supplies	010-4326	2,000.00
P25-00112	Hagle Lumber	630	Structural Materials and Supplies	010-4328	4,000.00
P25-00113	Home Depot Inc	630	Maintenance Misc Materials and Supplies	010-4329	40,000.00
P25-00114	JB WHOLESALE ROOFING & BUILDIN G SUPPLIES, INC	630	Roofing Materials and Supplies	010-4326	1,000.00
P25-00115	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Plumbing Repair	010-5800	5,000.00
P25-00116	Johnstone Supply	630	HVAC Materials and Supplies	010-4323	20,000.00
P25-00117	Juan Gonzan DBA Classic Upholstery	630	Maintenance Repairs	010-5632	2,000.00
P25-00118	JW Enterprises	630	Maintenance Professional Services	010-5800	500.00
P25-00119	Kimball Midwest	630	Maintenance Misc Materials and Supplies	010-4329	10,000.00
P25-00120	Kone Inc	630	Elevator Repair	010-5632	5,000.00
P25-00121	Lennox Industries Inc	630	HVAC Materials and Supplies	010-4323	10,000.00
P25-00122	Lowe's	630	Maintenance Misc. Materials and Supplies	010-4300	8,000.00
P25-00123	McMaster Carr Supply Co	630	Locksmith Materials and Supplies	010-4343	20,000.00
P25-00124	Motion Industries Inc	630	HVAC Materials and Supplies	010-4323	2,000.00
P25-00125	Oxnard Pipe & Supply Co	630	Plumbing Materials and Supplies	010-4325	10,000.00
P25-00126	Paradise Chevrolet	630	Maintenance Vehicle Repairs	010-5632	2,000.00
P25-00127	Paul Moore dba/ Moore Fabrication	630	Maintenance Materials and Supplies	010-4300	4,000.00
P25-00128	Praxair Distribution Inc	630	HVAC Materials and Supplies	010-4323	3,000.00
P25-00129	Pyro Comm Systems Inc	630	Fire Alarm Repairs	010-5632	10,000.00
P25-00130	Pyro Comm Systems Inc	630	Audio visual Materials and Supplies	010-4331	2,000.00
P25-00131	Quiroz Auto Glass	630	Vehicle Window Repairs	010-5632	500.00

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Includes Purchase Orders dated 06/11/2024 - 07/08/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00132	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair	010-5645	5,000.00
P25-00133	SEBOS, INC. ADVANCED SANITATIO N	630	Maintenance Professional Services	010-5800	3,000.00
P25-00134	Spartan Tools	630	Plumbing Materials and Supplies	010-4325	4,000.00
P25-00135	Standard Plumbing Supply DBA Harbor Plumbing	630	Plumbing Materials and Supplies	010-4325	30,000.00
P25-00136	Sunbelt Rentals, Inc	630	Maintenance Equipment Rentals	010-5600	10,000.00
P25-00137	Traffic Technologies, LLC Total Signs & Screen Printing	630	Maintenance Materials and Supplies	010-4300	5,000.00
P25-00138	United Rentals (North America)	630	Maintenance Equipment Rental	010-5600	3,000.00
P25-00139	Ventura Co Overhead Door Co	630	Maintenance Professional Services	010-5800	1,500.00
P25-00140	Zee Service Co	630	Facilities Materials and Supplies	010-4300	2,000.00
P25-00141	A-1 TRUCK & EQUIPMENT INC	630	Maintenance Vehicle Repair	010-5632	500.00
P25-00142	AMERICAN AUTOMATIC DOORS, INC	630	Door Repair	010-5632	500.00
P25-00143	B And R Tool and Supply Co	630	Plumbing Materials and Supplies	010-4325	500.00
P25-00144	Big Brand Tire Co	630	Maintenance Professional Services	010-5800	1,000.00
P25-00145	California Custom Shells	630	Maintenance Professional Services	010-5800	500.00
P25-00146	California Electric Company	630	Maintenance Professional Services	010-5800	500.00
P25-00147	Chemsearch	630	Plumbing Materials and Supplies	010-4325	500.00
P25-00148	Closet Factory dba Hardy & Sons	630	Maintenance Misc. Materials and Supplies	010-4329	500.00
P25-00149	COMMERCIAL PARTS & SERVICE INC INDUSTRIAL ELECTRIC	630	HVAC Materials and Supplies	010-4323	500.00
P25-00150	C & E STORAGE PRODUCTS	630	Plumbing Materials and Supplies	010-4325	500.00
P25-00151	C & S RV Inc	630	Maintenance Professional Services	010-5800	500.00
P25-00152	EMERGENCY LIGHTING EQUIPMENT SERV INC/ELESCO	630	Electrical Materials and Supplies	010-4321	2,000.00
P25-00153	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	630	Roof Repair	010-5632	3,000.00
P25-00154	FASTENAL COMPANY	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00155	GCS Service Inc	630	HVAC Materials and Supplies	010-4323	500.00
P25-00156	Low Voltage Solutions	630	Maintenance Professional Services	010-5800	500.00
P25-00157	LUIS GUILLEN - OXNARD STEEL OR NAMENTAL & TOOL SUPPLY	630	Maintenance Misc Materials and Supplies	010-4329	500.00
P25-00158	Oxnard Auto Electric Co	630	Electrical Materials and Supplies	010-4321	500.00
P25-00159	Plastic Window Products	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00160	SCOTT MACHINE DEV CORP	630	Maintenance Materials and Supplies	010-4300	500.00
P25-00161	TRENCH PLATE RENTAL COMPANY	630	Rental / Lease	010-5600	500.00
P25-00162	Uline	630	Electrical Materials and Supplies	010-4321	500.00
P25-00163	PARS	660	FY2024-25 1 of 5 PARS Annual Payment	010-3901	1,084,122.59
				010-3902	251,053.18
P25-00164	Barnes And Noble	315	LCAP_2.19 MATL-SUPL/ELOP	010-4200	5,000.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00165	Aswell Trophy And Engraving	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	1,000.00
P25-00166	Guitar Center	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	10,000.00
P25-00167	TOM HENSON HENSON MUSIC CENTER	315	LCAP_2.19 MATL/SUP LCAP	010-4300	2,000.00
P25-00168	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	315	LCAP_2,19 SERV/ELOP	010-5800	60,000.00
P25-00169	Petroleum Telcom Inc DBA Telecom	315	LCAP_2.19 MATL/ ELOP	010-4300	5,000.00
P25-00170	PANERA BREAD COMPANY PANERA LL C	300	LCAP_3.05_MATL/SUP	010-4300	3,000.00
P25-00171	Urbane Cafe Alex Bello-Mgr	300	LCAP_3.05_MATL/SUP	010-4300	10,000.00
P25-00172	Ashton Awards Inc Aswell Trophy	300	LCAP_3.05_MTL/SUP_Educational Leaders	010-4300	1,400.00
P25-00173	EL POLLO NORTENO INC	300	LCAP_3.05_MATL/SUP	010-4300	2,000.00
P25-00174	HBH California, LLC	300	LCAP_3.05_MATL/SUP	010-4300	3,000.00
P25-00175	Bernardo's Flowers Inc	300	MATL_Hospitality Funds	010-4300	1,500.00
P25-00176	CANON FINANCIAL SERVICES INC	001	LEASE (DISTRICT WIDE COPIERS)	010-5631	150,765.00
P25-00177	ICC Dealer Services	630	Maintenance Professional Services	010-5800	2,000.00
P25-00178	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Maintenance Professional Services	010-5800	2,000.00
P25-00179	Mel Giffin, Inc.	630	Equipment Rentals	010-5600	5,000.00
P25-00180	Sports Facilities Group, Inc	630	Maintenance Repairs	010-5632	1,000.00
P25-00181	Valve Controls Inc	630	HVAC Materials and Supplies	010-4323	1,000.00
P25-00182	Western Drain Supply	630	Plumbing Materials and Supplies	010-4325	500.00
P25-00183	Affordable Tables And Chairs	360	LCAP_4.01 MATL-SUPL	010-4300	1,000.00
P25-00184	Blick Art Materials	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	8,000.00
P25-00185	COSTCO WHOLESALE CORPORATION	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	6,000.00
P25-00186	SMART AND FINAL-C.I. BLVD	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	2,000.00
P25-00187	Walmart	315	LCAP_2,19 MATL-SUPL/ELOP	010-4300	5,000.00
P25-00188	COSTCO WHOLESALE CORPORATION	051	LCAP_1.24 MAT/SUPPIES (Instructional)	010-4300	3,000.00
P25-00189	SMART AND FINAL-C.I. BLVD	051	LCAP_1.24 MATL-SUPL (instructional)	010-4300	2,000.00
P25-00190	Walmart	051	LCAP_1.24 MATL/SUPPLIES (Instructional)	010-4300	1,000.00
P25-00191	Tom Rey Garcia dba/ Tomas Cafe & Gallery	300	LCAP_3.05_MATL/SUP	010-4300	10,000.00
P25-00192	GYROMANIA, LLC	300	LCAP_3.05_MATL/SUP	010-4300	10,000.00
P25-00193	JL DOWNTOWN CAFE	300	LCAP_3.05_MATL/SUP	010-4300	10,000.00
P25-00194	SMART AND FINAL-C.I. BLVD	300	MATL/SUP_Hospitality Funds	010-4300	1,000.00
P25-00195	Walmart	041	LCAP_1.24(Mat-Sup) Walmart	010-4300	500.00
P25-00196	SMART AND FINAL-C.I. BLVD	320	LCAP_1.19 MATL-SUPL (PD)	010-4300	1,000.00

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P25-00197	WOLSELEY INVESTMENTS FERGUSON ENTERPRISES	630	HVAC Materials and Supplies	010-4323	2,500.00
P25-00198	Gorlitz Sewer & Drain, Inc.	630	Maintenance Equipment Repair	010-5632	2,000.00
P25-00199	J AND A WELDING SERVICES INC	630	Maintenance Professional Services	010-5800	1,000.00
P25-00200	JEFFERY BRINK dba. COLDTECH RE FRIGERATION HEATING & AC	630	HVAC Repair	010-5632	2,000.00
P25-00201	JOHNSON CONT. FIRE PROTECTION	630	Fire Alarm Repairs	010-5800	3,000.00
P25-00202	Keenan Supply	630	Plumbing Supplies	010-4325	1,000.00
P25-00203	Walmart	360	LCAP_ 4.01 MATL-SUPL	010-4300	1,000.00
P25-00204	RUBBER NECK SIGNS	630	Maintenance Materials and Supplies	010-4300	2,000.00
P25-00205	Refrigeration Hardware Suppl	630	HVAC Materials and Supplies	010-4323	2,000.00
P25-00206	COSTCO WHOLESALE CORPORATION	360	LCAP_ 4.01 MATL-SUPL	010-4300	2,500.00
P25-00207	SMART AND FINAL-C.I. BLVD	360	LCAP_ 4.01 MATL-SUPL	010-4300	1,000.00
P25-00208	Tremco Incorporated	630	Roofing Materials and Supplies	010-4326	1,000.00
P25-00209	VALLARTA SUPERMARKETS	360	LCAP_4.01 MATL-SUPL	010-4300	500.00
P25-00210	Tom Rey Garcia dba/ Tomas Cafe & Gallery	360	LCAP_4.01 MATL-SUPL	010-4300	2,000.00
P25-00211	CABO SEAFOOD GRILL AND CANTINA INC	360	LCAP_4.01 DELAC MATL-SUPL	010-4300	1,000.00
P25-00212	Art Trek	315	LCAP_1.06 SERV/ELOP	010-5800	4,409,659.00
P25-00213	William Venegas Hip Hop Mindse t	315	LCAP_1.06 SERV/ELOP	010-5800	2,750,000.00
P25-00214	LEADERSHIP ASSOCIATES	100	SERV/LCFF (LCAP_5.53)	010-5800	14,000.00
P25-00215	ODP BUSINESS SOLUTIONS, LLC	042	LCAP_1.24 MATL-SUPL	010-4300	5,300.00
P25-00216	ODP BUSINESS SOLUTIONS, LLC	315	LCAP_2.19 MATL-SUPL/ELOP	010-4300	50,000.00
P25-00217	ODP BUSINESS SOLUTIONS, LLC	066	LCAP_1.24 MATL-SUPL	010-4300	1,000.00
P25-00218	ODP BUSINESS SOLUTIONS, LLC	051	LCAP_1.24 MATL-SUPL	010-4300	10,000.00
P25-00219	ODP BUSINESS SOLUTIONS, LLC	041	LCAP_1.24(Mat-Sup) Office Depot	010-4300	3,000.00
P25-00220	ODP BUSINESS SOLUTIONS, LLC	320	LCAP_1.19 MATL-SUPL	010-4300	750.00
P25-00221	ODP BUSINESS SOLUTIONS, LLC	320	LCAP_3.33 MATL-SUPL	010-4300	1,000.00
P25-00222	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	2,980.34
P25-00223	CN School & Office Sol, Inc Cu lver-Newlin	200	EQUIP (HR DEPT. ADD-ONS)	010-4400	19,664.73
P25-00224	Southwest Airlines	315	LCAP_1.21 Conf Airfare	010-5200	639.94
P25-00225	Earl of Sandwich (USA), LLC	315	LCAP_1.12 SERV/ELOP	010-5800	16,812.48
P25-00226	Editorial Projects in Ed, Inc Education Week	100	Magazine Subscription Ed Week	010-5300	97.00
P25-00227	ASCD	100	ASCD Membership	010-5300	261.11
P25-00228	Aswell Trophy And Engraving	042	LCAP_1.24 MATL-SUPL	010-4300	882.74
P25-00229	CDW G	200	EQUIP (M Magana/N Magana/N Torres)	010-4400	1,076.80
P25-00230	Ashton Awards Inc Aswell Troph y	055	LCAP_1.24_MEDALS FOR BATTLE OF THE BOOKS	010-4300	137.22
P25-00231	CDW G	300	Computer (LapTop) Aracely Fox	010-4400	2,036.05

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P25-00232	Optima, Inc dba MyWhiteBoards.com	300	Privacy Screen (Ed Services)	010-4300	437.00
P25-00233	SCHOOL TECH SUPPLY	315	LCAP_1.06 matl/supl	010-4300	178.16
P25-00234	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	300	MTRL/SUPL LCAP 1.19	010-4300	6,463.82
P25-00235	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	315	LCAP_1.06 Service	010-4300	831.23
P25-00236	Document Tracking Service, LLC	320	LCAP_5.37 SERV DTS	010-5800	51,037.00
P25-00237	Ventura Co Office Of Education	600	SERV-Annual Escape/Frontline 2024-25	010-5800	251,512.80
P25-00238	Ventura Co Office Of Education	600	LCAP_4.04 SERV-Annual Q SIS agmt 2024-25	010-5800	225,481.20
P25-00239	Ventura Co Office Of Education	200	LCAP_1.20 - SERV -Dev Human Cap	010-5800	6,350.00
P25-00240	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	LCAP_3.08_ CONF (C4T4B Institute)	010-5200	18,000.00
P25-00241	SMART AND FINAL-C.I. BLVD	041	LCAP_1.24(Mat-Sup) Smart n Final	010-4300	3,000.00
P25-00242	COSTCO WHOLESALE CORPORATION	041	LCAP_1.24(Mat-Sup) Costco	010-4300	3,000.00
P25-00243	Petesehria, LLC PizzaMan Dan's	041	LCAP_1.24(Mat-SuP) Pizzaman Dan's	010-4300	400.00
P25-00244	GLENDA C. MAHON dba ACTION PRE PAREDNESS TRAIN	610	SERV/SAFETY CREDITS	010-5800	9,000.00
P25-00245	Venetian Casino Resort LLC	315	LCAP_1.21 Conf Accomodations	010-5200	630.40
P25-00246	SALUS CAMPUS SOLUTIONS	385	LCAP_2.06 (SERV/SUPP CONC)	010-5800	90,000.00
P25-00247	SALUS CAMPUS SOLUTIONS	315	LCAP_2.19 - SERV/ELOP	010-5800	50,000.00
P25-00249	School Outfitters	380	LCAP 1.13 (EQUPT)	010-4400	4,504.47
P25-00250	EL POLLO NORTENO INC	345	LCAP_5.14_ MATL/SUP_Unrestricted	010-4300	500.00
P25-00251	Cengage Learning, Inc	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	6,192.06
P25-00252	RESOURCES UNLIMITED, LLC	200	SERV (Staff Assmts)	010-5800	2,295.00
P25-00253	CULLIGAN OF VENTURA COUNTY	051	LCAP_1.24 RENTL (INST)	010-5600	831.00
P25-00254	PANERA BREAD COMPANY PANERA LL C	051	LCAP_1.24 MATL-SUPL (ADMN)	010-4300	500.00
P25-00255	OLAS EXPRESS LAUNDROMAT	051	LCAP_1.24 SERVICE	010-5600	300.00
P25-00256	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	360	LCAP_4.03 MATL-SUPL	010-4300	2,422.55
P25-00257	VEX ROBOTICS LLC	041	LCAP_1.24(Mat-Sup) Vex Robotics- Instructional	010-4300	459.43
P25-00258	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	055	LCAP_1.24_ PE CLOTHES FOR SCHOOL YR 2024-2025	010-4300	1,556.81
P25-00259	Petroleum Telcom Inc DBA Telec om	041	LCAP_1.24(Mat-Sup) Telecom- Staff radios	010-4300	891.56
P25-00260	AMERGIS HEALTHCARE STAFFING	315	LCAP_1.06 / SERV-ELOP	010-5800	653,250.00
P25-00261	DICK BLICK COMPANY BLICK ART M ATERIALS	003	stores supplies	010-9320	112.53

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00262	US Bank CM-9690	660	2024-25 FY GO Bond Administration Fees	510-7434	925.00
				512-7434	3,700.00
				513-7434	6,575.00
				514-7434	2,775.00
				515-7434	3,200.00
P25-00263	US Bank - Corporate Trust	660	DEBT SVC - Doris-Patterson COP	251-7438	371,500.00
				251-7439	210,000.00
P25-00264	Costco Wholesale	650	MEMB	010-5300	120.00
P25-00265	VALLARTA SUPERMARKETS	345	LCAP_5.14_MAT/SUP_Unrestricted	010-4300	500.00
P25-00266	Tom Rey Garcia dba/ Tomas Cafe & Gallery	345	LCAP_5.14_MAT/SUP_Unrestricted	010-4300	500.00
P25-00267	Sunrise Phys Therapy Svcs In	610	Ergo Materials and Supplies	010-4300	303.66
P25-00268	CMC SOUTH	345	LCAP_3.06 LCFF Conf R. Sutherland	010-5200	150.00
P25-00269	Dial Security	630	Professional Services / Alarm Response	010-5800	656.01
P25-00270	Lowe's	051	LCAP_1.24 MATL-SUPL (INST)	010-4300	500.00
P25-00271	Dial Security	630	Professional Services / Fremont	010-5800	280.83
P25-00272	Department Of Industrial Relat	630	Conveyance Fees / Various Sites	010-5800	5,075.00
P25-00273	Tom Rey Garcia dba/ Tomas Cafe & Gallery	320	LCAP_1.19 MATL-SUPL	010-4300	1,000.00
P25-00274	ODP BUSINESS SOLUTIONS, LLC	610	Materials and Supplies	010-4300	3,000.00
P25-00275	ODP BUSINESS SOLUTIONS, LLC	650	MTLS/SUPPLIES	010-4300	2,000.00
P25-00276	BEHAVIOR INSIGHTS INC	380	SERV - LCAP_2.9	010-5800	20,000.00
P25-00277	Ventura Co Office Of Education	380	LCAP_2.09 (SERV) (SR112811)	010-5800	23,500.00
P25-00278	Ventura Co Office Of Education	380	SERV (JM111710)	010-5800	24,475.00
P25-00279	Ventura Co Office Of Education	380	SERV (MA102113)	010-5800	23,225.00
P25-00280	American Language Services	360	LCAP_3.06 SERV/T1	010-5800	20,000.00
P25-00281	ACCELERATION BEHAVIORAL THERAP IES	380	SERV (LCAP GOAL 2, ACTION 9)	010-5100	475,000.00
				010-5800	25,000.00
P25-00282	THINK TOGETHER ORENDA EDUCATIO N	300	CSI FUNDING/SERV (FRE)	010-5100	148,250.00
				010-5800	25,000.00
P25-00283	THINK TOGETHER ORENDA EDUCATIO N	300	T1/SERV (CHA/ELM/FRA)	010-5800	299,250.00
P25-00284	MARISA MILLER	315	LCAP_1.06 (ELOP/SERV)	010-5800	62,940.00
P25-00285	Sunrise Phys Therapy Svcs In	610	SERV/ ERGO REIMB	010-5800	29,000.00
P25-00286	VENTURA UNIFIED SCHOOL DIST	300	T1/SERV (INDIAN ED. CONSORTIUM)	010-5800	5,802.13
P25-00287	ELEMENTAL HARDWARE INC.	315	LCAP_1.06 (SERV/ELOP)	010-5800	3,124,500.00
P25-00288	PARKER ANDERSON ENRICHMENT CEN TRAL LA	315	LCAP_1.06 SERV/ELOP	010-5800	4,029,570.00
P25-00289	SAMUEL NEFF FISHER	315	LCAP_1.06 SERV/ELOP	010-5800	2,450,000.00
P25-00290	POSITIVE ADVENTURES LLC	315	SERV/ELOP (LCAP_1.6) - TITLE I (LCAP_1.11)	010-5800	560,530.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-00291	All Languages Interpreting & Translating	100	SERV - LCAP 4.14	010-5800	16,800.00
P25-00292	N2Y	380	SERV (GOAL 1/ACTION 13)	010-5800	5,250.00
P25-00293	THE STEPPING STONES GROUP LLC	315	SERV- LCAP_ 1.06 (SUPP STAFFING)	010-5800	1,140,000.00
P25-00294	Franklin Covey	380	SERV (LCAP 1.13)	010-5800	101,300.00
P25-00295	ZACHARI DUNES MANDALAY BEACH	200	LCAP 1.19_TRAV/CONF (Speed of Trust Trng)	010-5800	9,055.55
P25-00296	California School Boards Assoc	100	CSBAEAC DEC 2024 - MaryAnn Rodriguez	010-5225	1,030.00
P25-00297	INSTRUCTURE INC.	300	LCAP_1.21 SUBSCR/CANVA	010-5818	128,484.90
P25-00298	DOUBLETREE BY HILTON LOS ANGELES DOWNTOWN	630	Travel and Conference/ Jose Meza , Andre Vriesi	010-5200	1,940.94
Total Number of POs				338	
				Total	34,470,656.93

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	40	1,006,789.05
130	CAFETERIA FUND	4	1,297.20
140	DEFERRED MAINTENANCE FUND	2	506,172.52
Total Fiscal Year 2024			1,514,258.77
010	GENERAL FUND	290	32,357,723.16
251	DEVELOPER FEES	1	581,500.00
510	BOND INTEREST & REDEMPTION 1988	1	925.00
512	BOND INTEREST REDEMPTION 2006	1	3,700.00
513	BOND INTEREST REDEMPTION 2012	1	6,575.00
514	BOND INTEREST REDEMPTION 2016	1	2,775.00
515	BOND INTEREST REDEMPTION 2022	1	3,200.00
Total Fiscal Year 2025			32,956,398.16
Total			34,470,656.93

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P23-04794	14,310.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,710.00
P24-00056	2,204.69	010-5570	GENERAL FUND/UTILITIES TRASH	31.13
P24-00133	436.08	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	136.08
P24-00235	480.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	180.00
P24-00250	687.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.00
P24-00269	51,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P24-00303	15,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,500.00
P24-00323	7,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	765.84
P24-00330	6,600.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	600.00
P24-00339	3,577.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,341.13
P24-00413	4,800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	.00
P24-00418	6,200.00	010-5632	GENERAL FUND/REPAIRS	499.23
P24-00471	8,400.00	010-5632	GENERAL FUND/REPAIRS	1,400.00
P24-00476	15,437.43	010-5632	GENERAL FUND/REPAIRS	350.00
P24-00513	619.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	98.33
P24-00532	975.81	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	228.80
P24-00592	2,750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P24-00841	3,385.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	285.00
P24-00848	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,700.00
P24-00876	643.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	73.26
P24-00879	1,365.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	105.00
P24-00887	3,240.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	37.29-
P24-00921	5,877.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P24-00935	2,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-01181	1,182.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	165.00
P24-01190	52,500.00	130-4700	CAFETERIA FUND/FOOD	2,500.00
P24-01195	81,500.00	130-4700	CAFETERIA FUND/FOOD	1,500.00
P24-01471	35,000.00	130-4700	CAFETERIA FUND/FOOD	3,000.00
P24-01479	29,500.00	130-4700	CAFETERIA FUND/FOOD	1,133.04
P24-01483	41,000.00	130-4700	CAFETERIA FUND/FOOD	3,000.00
P24-01573	917.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	98.30
P24-01614	2,621.24	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,113.77
P24-01618	148,040.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,704.00
P24-02132	5,231.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	163.71
P24-02209	2,128.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	52.57
P24-02303	1,013.01	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	.00
P24-02938	483.10	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	128.92-
P24-03246	70,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	40,000.00
P24-03499	9,723.25	215-5800	BOND FUND MEASURE I 2022/PROFESSIONAL/CONSULT	3,496.00
P24-03502	36,495.60	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	20,000.00-
P24-03576	4,295.10	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	287.98
P24-03869	7,810.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.01

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 06/11/2024 - 07/08/2024

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-04594	7,124.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	114.80-
P24-04639	39,116.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,495.00
P24-04962	57.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.98-
P24-05135	1,127.81	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	143.00
P24-05247	867.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.84
P24-05276	3,914.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	481.52-
P24-05309	203.57	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	3.39
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.08
			Total PO P24-05309	17.47
P24-05475	4,661.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	821.80-
P24-05560	26,750.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,016.00
P24-05604	10,945.35	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	12,000.00-
P24-05613	2,480.72	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	336.18
			Total PO Changes	51,808.36

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [UCP 2023-24 Fourth Quarter \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2023-24



**VENTURA COUNTY
OFFICE OF EDUCATION**
Dr. César Morales, County Superintendent of Schools

District: _____
Person completing this form: _____
Title: _____

Quarterly Report Submission Date: October 31, 2023 (7/1 to 9/30)
(please check one) January 31, 2024 (10/1 to 12/31)
 April 30, 2024 (1/1 to 3/31)
 July 31, 2024 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

Dr. Anabolena DeGenna

Print Name of District Superintendent

Signature of District Superintendent

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 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 08.07.2024 \(two pages\)](#)

[Classified Personnel Actions 08.07.2024 \(three pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Anderson, Hilary	Assistant Principal	2024/2025 School Year
Bennett, Jessica	Teacher Special Ed	2024/2025 School Year
Bravo, Sylvia	Teacher Multiple Subject	2024/2025 School Year
Cody, Clinton	Teacher Music	2024/2025 School Year
Constantino, Rhea	Teacher Multiple Subject	2024/2025 School Year
Daduya, Ian Chris	Teacher Special Ed	2024/2025 School Year
Graham, Aubrianna	Teacher Multiple Subject	2024/2025 School Year
Herincx, Gerardo	Assistant Principal	2024/2025 School Year
Madoyan, Julianna	Teacher Multiple Subject	2024/2025 School Year
Melgoza, Mariah	Teacher Multiple Subject	2024/2025 School Year
Morada, Ella Mae	Teacher Multiple Subject	2024/2025 School Year
Pomeroy, Brandy	Teacher Special Ed	2024/2025 School Year
Ramirez, Leslie	Teacher Multiple Subject	2024/2025 School Year
Rios Gonzalez, Sandra	Teacher BCLAD	2024/2025 School Year
Romero, Brihana	Teacher BCLAD	2024/2025 School Year
Ryan, Terrence	Teacher Music	2024/2025 School Year
Sandoval, Raul	Teacher Special Ed	2024/2025 School Year
Uduigwome, George	Manager, SPED	2024/2025 School Year
Zavala, Casey	School Psychologist	2024/2025 School Year

Promotions

Lopez, Terry	Assistant Principal to Principal	2024/2025 School Year
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Resignation

Agraz Figueroa, Orlando	School Psychologist	June 21, 2024
Aguilera, Andrea	Teacher	June 14, 2024
Escobell, Maribel	Teacher	June 14, 2024
Garcia, Kristina	Teacher	June 14, 2024
Hernandez, Megan	Assistant Principal	June 30, 2024
Hurtado, Janet	Teacher	June 14, 2024
Leon, Gabriela	Teacher	June 14, 2024
Luque, Marina	Teacher	June 14, 2024
Martinez, Celia	Teacher	June 14, 2024
Melendez, Jasmine	Teacher	June 14, 2024
Ramirez, Deicy	Assistant Principal	June 30, 2024
Solis, Rosa	Teacher	June 14, 2024
VanOtten, Jennifer	SLP	June 14, 2024

Retirement

Byrne, Teresa

Teacher

June 14, 2024

New Hires

Alarcon, Jacqueline	Accounting Manager/Internal Auditor, 8 hrs./246 days	07/01/2024
Aseo Jr, Arturo	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Camarena, Araxy G	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Cassels, Julia A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Castro, Guadalupe A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Contreras Jr, Manuel	Paraeducator - Special Education, 5.75 hrs./183 days	08/01/2024
Farias, Rosemary	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Gallardo, Fernando J	Custodian, 8 hrs./246 days	07/22/2024
Gomez, Yesni	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Guido, Karina	Mental Health Clinician, 8 hrs./221 days	07/29/2024
Hernandez, Miguel A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Janes, Malissa A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Koger, Amanda	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Leite, Donna L	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Lopez, Karina	Parent Support Liaison, 8 hrs./246 days	07/16/2024
Lumley, Kiley K	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Madrigal, Leila	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Martinez Cornejo, Guadalupe	Outreach Specialist, 8 hrs./180 days	08/15/2024
Murillo, Destiny M	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Olvera, Joely	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Rodriguez, Ashley M	School Occupational Therapist, 8 hrs./203 days	08/13/2024
Tapia, Natalie M	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Trejo, Vanessa	Office Assistant II, 8 hrs./203 days	08/01/2024

Limited Term/Substitutes

Ahumada, Gustavo	Paraeducator (Substitute)	06/27/2024
Alvarez, Mirian	Paraeducator (Substitute)	06/25/2024
Arroyo, Jennifer	Paraeducator (Substitute)	08/01/2024
Aseo, Arturo	Paraeducator (Substitute)	08/01/2024
Balderrama, Jasmine	Paraeducator (Substitute)	06/20/2024
Betanco Irias, Heidy	Campus Assistant (Substitute)	07/01/2024
Camarena, Araxy G	Paraeducator (Substitute)	08/01/2024
Cassels, Julia A	Paraeducator (Substitute)	08/01/2024
Castro, Guadalupe A	Paraeducator (Substitute)	08/01/2024
Cisneros, Jennifer	Paraeducator (Substitute)	08/01/2024
Contreras Jr, Manuel	Paraeducator (Substitute)	06/11/2024
Contreras, Maritssa	Paraeducator (Substitute)	06/25/2024
Diaz, Daniel	Paraeducator (Substitute)	08/01/2024
Enriquez, Sebrina	Paraeducator (Substitute)	06/25/2024
Farias, Rosemary	Paraeducator (Substitute)	08/01/2024
Flores Santillan, Kimberly	Campus Assistant (Substitute)	06/07/2024
Fragosa, Julie	Campus Assistant (Substitute)	07/01/2024
Gomez, Wilfredo	Paraeducator (Substitute)	08/01/2024
Gomez, Yesni	Paraeducator (Substitute)	06/28/2024
Hernandez, Miguel	Paraeducator (Substitute)	08/01/2024

Limited Term/Subs (cont.)

Janes, Malissa A	Paraeducator (Substitute)	08/01/2024
Koger, Amanda	Paraeducator (Substitute)	08/01/2024
Lumley, Kiley K	Paraeducator (Substitute)	08/01/2024
Madrigal, Leila	Paraeducator (Substitute)	08/01/2024
Mascote, Angelica	Paraeducator (Substitute)	06/28/2024
Mendoza, Carol A	Campus Assistant (Substitute)	07/01/2024
Miranda, Angel	Paraeducator (Substitute)	08/01/2024
Murillo, Destiny	Paraeducator (Substitute)	08/01/2024
O'Friel, Dana	Paraeducator (Substitute)	08/01/2024
Olvera, Joely	Paraeducator (Substitute)	08/01/2024
Parra, Gloria A	Paraeducator (Substitute)	06/26/2024
Ramirez, Ernesto	Custodian (Substitute)	06/11/2024
Rivera, Marleen	Paraeducator (Substitute)	07/02/2024
Rivera, Victor	Transportation Driver (Substitute)	06/17/2024
Romero, Marisol	Paraeducator (Substitute)	06/12/2024
Rosales, Yesenia	Paraeducator (Substitute)	08/01/2024
Schauer, Kellie A	Paraeducator (Substitute)	07/08/2024
Solis, Alexis H	Paraeducator (Substitute)	07/01/2024
Solis, Enrique	Paraeducator (Substitute)	07/01/2024
Solis, Isabella H	Paraeducator (Substitute)	07/01/2024
Suarez, Suzette	Paraeducator (Substitute)	07/01/2024
Tapia, Luz M	Campus Assistant (Substitute)	07/01/2024
Torres, Elizabeth R	Paraeducator (Substitute)	07/08/2024

Promotions

Garcia, Laura	School Office Manager, 8 hrs./210 days Attendance Technician, 8 hrs./210 days	08/01/2024
Gonzalez, Lorena	Lead Custodian, 8 hrs./246 days Custodian, 8 hrs./246 days	07/03/2024
Lopez, Gloria	HR Technician, 8 hrs./246 days Office Assistant II, 8 hrs./246 days	08/01/2024
Madrigal, Jorge	Lead Custodian, 8 hrs./246 days Custodian, 8 hrs./246 days	07/01/2024
Murillo de Jeronimo, Erica	Executive Assistant, 8 hrs./ 246 days Administrative Assistant, 8 hrs./246 days	07/01/2024
Pena, Brenda	School Office Manager, 8 hrs./214 days Intermediate School Secretary,8 hrs./192 days	08/01/2024
Ramirez, Jeannette	Secretary, 8 hrs./246 days Office Assistant II, 8 hrs./203 days	07/01/2024
Salas, Benito M	Lead Custodian, 8 hrs./246 days Custodian, 8 hrs./246 days	07/01/2024
Serrato, Alicia	Administrative Assistant, 8 hrs./246 days Attendance Accounting Specialist, 8 hrs./246 days	07/01/2024
Villa, Maria Y	Attendance Accounting Technician, 8 hrs./209 days Language Assessment Technician, 5.5 hrs./246 days	08/01/2024

Transfers

Barajas, Roberto C	Lead Custodian, 8 hrs./246 days	07/01/2024
Chavez, Vincent M	Custodian, 8 hrs./246 days	07/01/2024
Madrigal, Jorge Sr.	Lead Custodian, 8 hrs./246 days	07/01/2024

Transfers (cont.)

Tello, Gabriel	Custodian, 8 hrs./246 days	07/01/2024
Rosales, Mireya L	Administrative Assistant, 8 hrs./246 days	07/15/2024
Valencia, Christian E	Custodian, 8 hrs./246 days	07/01/2024
Villasenor, Veronica P	Custodian, 8 hrs./246 days	07/01/2024

Layoffs

Granados, Lorena	Preschool Teacher, 6 hrs./183 days	06/30/2024
Palomar, Ariana	Preschool Teacher, 6 hrs./183 days	06/30/2024
Pamatz, Alejandra	Preschool Teacher, 6 hrs./183 days	06/30/2024
Perez, Angela M	Preschool Teacher, 6 hrs./183 days	06/30/2024

In Lieu of Layoffs

Lopez, Ana	Paraeducator General Education, 6 hrs./183 days Preschool Teacher, 6 hrs./183 days	07/01/2024
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Probation Releases

12738	Accounting Manager/Internal Auditor, 8 hrs./261 days	07/10/2024
12378	School Occupational Therapist, 8 hrs./203 days	07/18/2014
12542	Campus Assistant, 5.25 hrs./180 days	06/14/2024

Resignations

Baeza, Maria T.	Health Care Technician, 7 hrs./183 days	06/19/2024
Diaz Rubin Truqui, Luz M	District Translator, 8 hrs./246 days	07/16/2024

Retirement

Ahumada, Sharon	Campus Assistant, 5.75 hrs./180 days	06/15/2024
Camarena, Rosy R	Office Assistant II, 8 hrs./202 days	06/30/2024
Delgado, Yolanda	Instructional Assistant RSP, 5 hrs./183 days	06/14/2024
Flores, Rosio	Preschool Teacher, 6 hrs./183 days	06/30/2024
Franz, Lisa	Director of Purchasing, 8 hrs./246 days	06/29/2024
Garrido Hernandez, Araceli	Attendance Accounting Technician, 8 hrs./209 days	06/30/2024
Gonzalez, Dario	Lead Custodian, 8 hrs./246 days	06/30/2024
Hernandez, Arcelia	Paraeducator II, 5.75 hrs./183 days	06/14/2024
Ladines, Virginia Q	Child Nutrition Services, 5.5 hrs./185 days	06/14/2024
Lemos, Sara	Paraeducator II, 5.75 hrs./183 days	06/14/2024
Leon, Julio C	Custodian, 8 hrs./246 days	06/28/2024
Nava, Lorraine D	Paraeducator II, 5.75 hrs./183 days	06/30/2024
Rabago, Rosario	School Office Manager, 8 hrs./214 days	06/29/2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Establishment and Increase of Hours of Positions (Torres/Fuentes)

Establish

An eight hour 245-day School Occupational Therapist position number 12603 to be established at Soria School. This position will be established to provide additional support.

An eight hour 245-day Secretary (Bilingual) position number 12572 to be established at Enrichment and Specialized Programs. This position will be established to provide additional support.

A five hour and forty-five minutes 183-day Paraeducator Hearing Impaired (Sign Language) position number 12574 to be established at Marshall School.

A five hour and forty-five minutes 183 days Paraeducator Special Education position number 12568 to be established at McKinna School. This position will be established to replace previously abolished one.

Increase of Hours

A four-hour and twenty- five minute 180-day Campus Assistant position number 3044 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 10745 to be increased to five hours and forty-five minutes at Lemonwood School. This position will be increased to provide additional support.

A five hour forty-five minutes Paraeducator Special Education position number 10646 to be increased to eight hour at Lopez School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for 1 School Occupational Therapist position: \$151,305.00 SPED funds.

Cost for 1 Secretary (Bilingual) position: \$90,952.00 ELOP funds.

Cost for 1 Paraeducator Hearing Impaired (Sign Language) position: \$ 48,386.00 SPED funds.

Cost for 2 Campus Assistant Positions: \$42,978.00 LCFF funds.

Cost for 1 Paraeducator Special Education position: \$31,801.00 SPED funds. (Increase of hours)

Cost for 1 Paraeducator Special Education position: \$41,776.00 SPED funds. (New position)

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 and increase of hour positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement No. 24-26 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Corona)

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch and snacks to the students in the CAPSLO preschool program at Harrington School during the 2024-25 school year. The term of Agreement No. 24-26 is August 8, 2024 to June 30, 2025.

FISCAL IMPACT:

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

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 Agreement No. 24-26 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2024-25 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement No. 24-26 \(10 pages\)](#)

OSD AGREEMENT NO. 24-26
STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This AGREEMENT is entered into on this 7th day of August, 2024, by and between Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO), hereinafter referred to as “Agency”, and the Oxnard School District, hereinafter referred to as the “Vendor”.

Whereas, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

Whereas, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency’s facilities; and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

Therefore, both parties here to agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals on the School District’s scheduled days of service, inclusive of necessary utensils and napkins for the CAPSLO preschool program located at Harrington School in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.28 each</u>	Lunch	<u>\$4.27 each</u>
Supplement/Snack	<u>\$1.18 each</u>	Supper	N/A

*prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2024-25.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal components and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the terms of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food items as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain, on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick-up time.
8. Provide a copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the National Lunch Program meal requirements for field trips when requested by the Agency at least 15 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rate.
10. CAPSLO shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CAPSLO locations on non-student days at an additional cost of \$150.00 per day, with the exception of district holidays. A 14 day advanced notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
11. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for the meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
12. Operate in accordance with current CACFP requirements.
13. Retain all required records for a period of five (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S General Accounting Office for Audit or administrative review at a reasonable time and place.

14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
16. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510, (Lower Tier)
17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that is will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pick-up site, at the specific time on each specified pick-up day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean and sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery and return to Harrington Kitchen daily.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFP Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all the other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food services requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 8, 2024 and shall be for the period of one calendar year and shall continue through June 30, 2025. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

_____	<i>Elizabeth "Biz" Steinberg</i>
Service Provider Official Signature	Agency Official Signature
<u>Valerie Mitchell</u>	Elizabeth "Biz" Steinberg
Service Provider Official Name (Please print)	Agency Official Name (Please print)
<u>Assistant Superintendent, Business & Fiscal Services</u>	CEO
Service Provider Official Title	Agency Official Title
_____	07 / 05 / 2024
Date	Date

BREAKFAST (SELECT ALL THREE COMPONENTS)¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

**SCHEDULE B—NSD 2050B
CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 oz)	½ CUP (4 oz)	1 CUP (8 oz)	1 CUP (8 oz)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅙ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅙ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

- ¹ Offer versus serve is an option for at-risk afterschool participants only.
- ² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- ³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- ⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- ⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- ⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1–2; $\frac{1}{8}$ cup for children ages 3–5; and $\frac{3}{8}$ cup for children ages 6–18.
- ¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- ¹¹ Alternate protein products must meet the requirements in Appendix A per 7 *CFR*, Section 226.20.
- ¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- ¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.
- ¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.
- ¹⁵ Juice cannot be served when milk is served as the only other component.
- ¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable and/or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.

Oxnard School District 2024-2025 School Calendar

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

July	
4	Independence Day Holiday

August	
12	Staff Development Day (no students)
13	Site Staff Development Day (no students)
14	Teacher Prep Day (no students)
15	First Day of School
	Wednesdays: student early release day

September	
2	Labor Day Holiday
	Wednesdays: student early release day

October	
14	Site PD Day (no students)
	Wednesdays: student early release day

November	
1	District PD Day (no students)
11	Veterans Day Holiday
19-22	Conference Days (minimum Days for students)
25-29	Thanksgiving Holidays
	Wednesdays: student early release day

December	
20	Minimum Day for teachers and students
23-31	Winter Break
	Wednesdays: student early release day

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

January	
1	New Year's Day
1-10	Winter Break
20	Martin Luther King Jr. Holiday
	Wednesdays: student early release day

February	
6-7	Conference Days (minimum days for students)
14	President's Day Holiday
17	President's Day Holiday
	Wednesdays: student early release day

March	
3	District PD Day (no students)
	Wednesdays: student early release day

April	
7-21	Spring Break
	Wednesdays: student early release day

May	
26	Memorial Day Holiday
	Wednesdays: student early release day

June	
18	Last Day of School (Min. Day for teachers & students)
19	Juneteenth Holiday
	Wednesdays: student early release day

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-31 – Curriculum Associates, LLC (Fox/Ruvalcaba)

Curriculum Associates, LLC will provide virtual training on Strategies modules to teachers new to Ellevation or teachers who need a refresher course, district-wide during the 2024-20245 fiscal year.

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

FISCAL IMPACT:

\$3,750.00 – Title III Funds

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-31 with Curriculum Associates, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-31, Curriculum Associates LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District shall provide Provider a valid purchase order and Provider shall issue invoice based on such purchase order. 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

Interim Director, Purchasing

Signature

Date

Curriculum Associates, LLC Price Quote - Q-47347

Version: 1

Quote Date: 4/12/2024

Quote Expiration Date: 9/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: Oxnard School District, CA
Representative: Keith Purcaro	Contact Name: Teresa Ruvalcaba
Email: keith.purcaro@ellevationeducation.com	Email: truvalcaba@oxnardsd.org
Phone: 617-307-5755	Phone: 8053851501
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: 1051 South A Street, Oxnard, CA 93030
Start Date: 9/1/2024	End Date: 8/31/2025

Subscription Fees

Subscription Total:	\$0.00
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Services Fees

Product	Quantity	Unit Price	Total Fees
Online Training Hour	3	\$1,250.00	\$3,750.00
Services Total:			\$3,750.00

Total Investment - Q-47347

Grand Total:	\$3,750.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-35 – Nancy Paulson (Fox/Shea)

Nancy Paulson will conduct math training for the after-school program staff. Additionally, she will offer professional development, provide materials and supplies, and organize several family math nights.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$32,300.00 - Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-35 with Nancy Paulson.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-35, Nancy Paulson \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Interim Director, Purchasing

Signature

Date

Extreme Math -Para professional Training Suggestions	
<p>*Create Custom Planning Materials *Teacher Binders/sheet protectors/filing system *Setting the tone with students-Notebooks-student tools *Strategies for praising or expressing concerns in the student notebook *Strategies for using games as a teaching strategy *Classroom and materials management *Model questioning students to extract an understanding *Mathematical Content-Knowledge instruction for staff</p>	
Paraprofessional Training	Expense
1) 5-hour In-person Training (August) Grades 1-5 - (All staff that work with mathematics) - While the leads are amazing, general training with all staff working with mathematics would benefit students.	\$ 3,100.00
3) 2-hour Parent Education Training - (August, weekend day okay) ways for parents to incorporate mathematics in daily activities; ways to help with mathematics Homework	\$ 1,600.00
4) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
5) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
6) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
7) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
8) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
9) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
10) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
11) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
12) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
13) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
14) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
15) 3-hour in-person for grades 1-5 (DATE and Time TBD)	\$ 2,100.00
Total Paraprofessional Training	\$29,900.00
Virtual Family Math Nights (FMN): Grades 1st-3rd 40 minutes & 3rd-5th 50 minutes	Cost
1) September Dominoes FMN	\$600.00
2) October Dominoes FMN	\$600.00
3) February Dominoes FMN	\$600.00
4) May Dominoes FMN	\$600.00
Total Family Math Nights	\$2,400.00
Total Training	\$ 32,300.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-36 – SchoolPRPro (Fox/Shea)

SchoolPRPro will provide virtual support for communication surveys and crisis communication for the Oxnard School District. This includes conducting baseline research, a plan for sharing information about Oxnard School District and listening to stakeholders. They will also create and support communication systems that allow for easy and effective ongoing communication.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$10,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-36 with SchoolPRPro.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-36, SchoolPRPro \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 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

Proposed Communication Services - April 2024

OVERVIEW

In an effort to improve and support communication efforts, Oxnard SD is interested in securing the services of a seasoned professional with extensive crisis communication experience.

POTENTIAL SCOPE OF WORK

Based on an initial discussion of the district's immediate needs, the following projects and estimated hours have been tentatively identified.

- Crisis Communication Support Up to 30 hours/\$3,750
 - Immediate support via text or phone for emerging crisis situations
 - Development of crisis response plan
 - Development of crisis response messaging
- Communication Training and Support Up to 30 hours/\$3,750
 - Collaborating with Oxnard leadership
 - Assist in development of district-wide systems and processes
 - Assist in training district and site leaders

STAFFING

The Oxnard SD contract will be handled by Trinetta Marquis, a communications expert and founder of SchoolPRPro. With more than 20 years experience in the field, she regularly leads workshops for school public relations professionals and educators on communications, marketing, and strategic planning. She is accredited through the Public Relations Society of America and a past president of the California School Public Relations Association.

PRICING

The School PR Pro general hourly rate is \$125. The amounts provided in this proposal are estimated ranges and total \$5,375. If the work requires less time than expected, Oxnard SD will only be charged for the necessary hours. If the project needs more hours than expected, Oxnard SD will be consulted for their preference to change the scope of the work or to add additional hours.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-60 – Dr. Cory Hills / Percussive Storytelling (Fox/Shea)

Percussive Storytelling will conduct workshops as part of our Expanded Learning Opportunities Programs and during the school day. Students will create original stories, set them to music, and perform them for their classmates. These workshops will rotate among schools and will also be offered during the Summer Programs, with a budget of \$126,800.00 allocated for ELOP.

Percussive Storytelling will offer 3-day or 5-day school residencies for K-2 students during the school day. In these residencies, students will develop original stories, compose accompanying music, and perform their stories for their peers. This initiative is funded with \$110,824.00 from Title 1.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$237,624.00 = (\$126,800.00 – ELOP / \$110,824.00 – Title I)

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-60 with Dr. Cory Hills.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-60, Cory Hills \(Percussive Storytelling\) 2024-25 \(83 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: _____
Service Provider: _____
Address: _____
Authorized Representative: _____
Representative’s Email: _____
Type of Service: _____ Lead Agency
_____ Enrichment Agency

RECITALS

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21st Century Community Learning Centers (“21st CCLC”) Program for academic school year _____ commencing _____ and ending _____ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

2. Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from _____ to and including _____ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by _____, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

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

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

6. Termination. This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

8. Service Provider's Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

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

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

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

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

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

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

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

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

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

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

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

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

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

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

_____ (Initials)

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

_____ (Initials)

17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

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

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

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

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

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

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

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider’s Indemnification of District.

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

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

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

_____ (Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

27. Limitation of Liability. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

28. False Claims. Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

29. Insurance. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

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

To District: Oxnard School District
1501 South A Street
Oxnard, CA 93030 Attention:
Dr. Ginger Shea Phone:
805-385-1501 ext. 2324 Email:
gshea@oxnardsd.org

To Service Provider: [NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]
Attention: [NAME]
Phone: [PHONE]
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

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

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

33. Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

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

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

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

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

38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

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

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

“District”

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Interim Director, Purchasing

“Service Provider”

By: _____

EXHIBIT A-0
SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
 - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
 - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
 - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.

 - 2. Five-Day Week and Enrichment Burst Program Attendance.**
 - a. For daily five-day week program, elementary students should participate every day the program operates.
 - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
 - c. For enrichment bursts, students should participate according to the schedule for the activity.
 - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
 - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. Assurances. The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
 - ii. Winter Break: January 6-10, 2025
 - iii. Spring Break: April 7-18, 2025

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
 - i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency – Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. Enrichment Agency Responsibilities. The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

3. Assurances. The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2024-2025 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
 - ii. Winter Break: January 6-10, 2025
 - iii. Spring Break: April 7-18, 2025

5. Trainings.

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
- i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded earning
 - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
- i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
 - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency’s and Enrichment Agency’s obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

PART X: AMENDMENTS

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

EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
 - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider’s Program Coaches.

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

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

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

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

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

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

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

3. Concussions.

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

a. Coaches – requirements prior to coaching

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

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

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

b. Students – requirements prior to participation.

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

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

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

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

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

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

d. Students – requirements for participation after suspected concussion.

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

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

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

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

4. Sudden Cardiac Arrest ("SCA").

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

a. Coaches – requirements prior to coaching

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

ii. Service Provider's coaches shall receive SCA training at least once a year.

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

b. Students – requirements prior to participation.

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

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

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

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

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

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

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

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

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

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

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

b. Preventative measures. Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

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

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

b. Coaches – preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

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

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

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

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

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

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

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

8. Event Emergency Guidelines.

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

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

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

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

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

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

a. Obligation to Administer Epinephrine; Authorized Individuals.

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

b. Training of Voluntary Service Provider Employees and Volunteers.

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

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

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

4. Copies of Documents.

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

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 2. All supplies properly charged to the Services;
 3. All travel properly charged to the Services;
 4. All equipment properly charged to the Services;
 5. All materials properly charged to the Services;
 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

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

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

Date: _____

By: _____
Lisa Franz, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)

Birth date

Parent or legal guardian (Please print)

Student address

School/Local Educational Agency

Event or Activity Advisor (Staff)

Voluntary Extracurricular Event or Activity

- school-related athletics
- school-related club activities
- school-related cultural activities
- school-related performing arts activities
- school-related social activities
- School-related community activities
- Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- | | |
|--|-------------------------------------|
| 1. Sprains and strains | 7. Loss of eyesight |
| 2. Fractured bones | 8. Head injuries or concussion |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness |
| 4. Unconsciousness | 10. Sudden cardiac arrest |
| 5. Paralysis | 11. Death |
| 6. Disfigurement | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)

Date

Signature (Parent or legal guardian)

Date

Primary telephone

Alternate telephone



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

Evento o actividad extracurricular voluntaria

- Atletismo relacionado con la escuela
- Actividades del club relacionadas con la escuela
- Actividades culturales relacionadas con la escuela
- Actividades de artes escénicas relacionadas con la escuela
- Actividades sociales relacionadas con la escuela
- Actividades comunitarias relacionadas con la escuela
- Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- | | |
|--|---|
| 1. Esguinces y distensiones | 7. Pérdida de la vista |
| 2. Quebraduras | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor |
| 4. Inconsciencia | 10. Paro cardíaco repentino |
| 5. Parálisis | 11. Muerte |
| 6. Desfiguración | 12. Exposición a enfermedades infecciosas |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)

Fecha

Firma (Padre o Tutor Legal)

Fecha

Teléfono principal

Teléfono alternativo

Oxnard School District Concussion Information Sheet

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

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns | <ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

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

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

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

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

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

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

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

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Education Code section 49475,
California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

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

Los siguientes son algunos de los síntomas de una concusión:

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

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

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

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

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

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

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

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

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

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

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

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

Es un requisito completen esta forma para todos los paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?
 No Si Explique por favor. _____
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?
 No Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Gu **229**



OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

• Dizziness, lightheadedness, weakness	• Profuse sweating
• Headache	• Cool, clammy skin
• Nausea	• Hyperventilation
• Diarrhea, urge to defecate	• Decreased urine output
• Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

Signs observed by teammates, parents and coaches include:	
• Dizziness	• Weakness
• Drowsiness, loss of consciousness	• Hot and wet or dry skin
• Seizures	• Rapid heartbeat, low blood pressure
• Staggering, disorientation	• Hyperventilation
• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)	• Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

_____	_____	_____
Student-Athlete Name - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	Date



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

Consejos finales para los padres y tutores legales:

Cada vez que planea y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha



OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:
www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Education Code section 49476



DISTRITO ESCOLAR DE OXNARD

Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiazepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - Nunca venda ni comparta opioides recetados.
 - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Nombre del Estudiante Deportista

Firma del Estudiante Deportista

Fecha

Nombre del Padre o Tutor Legal

Firma del Padre o Tutor Legal

Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT
Parent/Student CIF Steroid Information Sheet and Acknowledgement



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

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

I acknowledge that I have received and read the CIF Steroid Information Sheet.

Student-Athlete Name - *Printed*

Student-Athlete - *Signature*

Date

Parent or Legal Guardian Name - *Printed*

Parent or Legal Guardian - *Signature*

Date



DISTRITO ESCOLAR DE OXNARD

Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha

Oxnard School District
Sudden Cardiac Arrest Information Sheet

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

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

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

Factors that increase the Risk of SCA:

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

How Common is Sudden Cardiac Arrest in the United States?

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

Who is at Risk for Sudden Cardiac Arrest?

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

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

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

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

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

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Interscholastic Federation Bylaw 503

Oxnard School District

Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- Colapso o convulsiones, especialmente justo después de ejercitarse;
- Colapso frecuente, o por emoción o susto;
- Falta excesiva de aliento durante el ejercicio;
- Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- Mareo o aturdimiento frecuente;
- Dolor o malestar en el pecho al ejercitarse;
- Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- La presencia de una anomalía estructural del corazón, reparada o no reparada;
- Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unidos?

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

Nombre Del Atleta Adolescente

Firma Del Atleta Adolescente

Fecha

Nombre Del Padre/ Tutor

Firma Del Padre/ Tutor

Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

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

Date of Exam _____
 Name _____ Date of birth _____
 Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

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

Do you have any allergies? Yes No If yes, please identify specific allergy below.
 Medicines Pollens Food Stinging Insects

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

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
BONE AND JOINT QUESTIONS	Yes	No	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			FEMALES ONLY		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

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

Signature of athlete _____ Signature of parent/guardian _____ Date _____

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	Yes	No
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

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

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

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

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) 		
Eyes/ears/nose/throat <ul style="list-style-type: none"> Pupils equal Hearing 		
Lymph nodes		
Heart* <ul style="list-style-type: none"> Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI) 		
Pulses <ul style="list-style-type: none"> Simultaneous femoral and radial pulses 		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin <ul style="list-style-type: none"> HSV, lesions suggestive of MRSA, tinea corporis 		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> Duck-walk, single leg hop 		

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

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

Recommendations _____

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

Name of physician (print/type) _____ Date _____
 Address _____ Phone _____
 Signature of physician _____, MD or DO

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico _____ Fecha de Nacimiento _____
 Nombre _____
 Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

Medicinas y Alergias: Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? Sí No Si tienes alergias, indica la alergia
 Medicinas Pólen Comidas Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
Preguntas de la salud de tu corazón	Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
Preguntas de la salud de los corazones de tu familia	Sí	No	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incauciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
Preguntas de huesos y articulaciones	Sí	No	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			Sólo mujeres	Sí	No
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES:

FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____
 Nombre _____ Fecha de Nacimiento _____
 Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

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

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) 		
Eyes/ears/nose/throat <ul style="list-style-type: none"> Pupils equal Hearing 		
Lymph nodes		
Heart* <ul style="list-style-type: none"> Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI) 		
Pulses <ul style="list-style-type: none"> Simultaneous femoral and radial pulses 		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin <ul style="list-style-type: none"> HSV, lesions suggestive of MRSA, tinea corporis 		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional <ul style="list-style-type: none"> Duck-walk, single leg hop 		

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

- Not cleared
- Pending further evaluation
 - For any sports
 - For certain sports _____
- Reason _____

Recommendations _____

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

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO



School Athletics Physical Contact Acknowledgement

Student name

Birth date

Parent or legal guardian (Please print)

Student address

School

Sport/Activity

Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student)

Date

Signature (Parent or legal guardian)

Date

Home telephone

Work telephone

Mobile telephone or pager

School Residencies:

Total: \$50,000 - \$80,000

School residencies take place during the school day, and are coordinated with the administrators and teachers at the same 10 elementary school sites for the after-school program. The core focus of these residencies are K-2 students, when literacy skills, both reading and writing, are still in development. During the residency, students will have the opportunity to explore more than a hundred percussion instruments, learn about multicultural folktales, write a class story, compose music for the story, and perform the story.

There are two residencies offered: a 5-day residency and a 3-day residency.

5-Day Residency

- Week-long residency at one of the 10 elementary school sites.
- 4 days of instruction (M-TH), meeting with each classroom twice for approximately 30-minutes per session (24 total sessions).
- Two 50-minute assemblies (F), with an approximate breakdown of K-2 and 3-5. Details to be coordinated with principals.
- Students from both the residency and the after-school program to be integrated into the assemblies. For example, one group from the K-2 residency and one 3-5 group from the after-school program will be invited to perform their story during the assemblies.
- All details and logistics to be coordinated between myself and the administrators.
- **Cost: \$8,000** (all inclusive).

3-Day Residency

- 3-day residency at one of the 10 elementary school sites.
- 2 days of instruction (M-T), meeting with each classroom once for approximately 45-minutes per session (12 total sessions).
- Two 50-minute assemblies (W), with an approximate breakdown of K-2 and 3-5. Details to be coordinated with principals.
- Students from both the residency and the after-school program to be integrated into the assemblies. For example, one group from the K-2 residency and one 3-5 group from the after-school program will be invited to perform their story during the assemblies.
- All details and logistics to be coordinated between myself and the administrators.
- **Cost: \$5,000** (all inclusive).

*** Residencies are customizable based on the age breakdown for each school.*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section C: Consent Agenda

Approval of Agreement #24-65 with the California Teachers Association (CTA) for Maritza Avila to Serve as a Full-Time CTA Board Member from the 2024-25 through the 2026-27 School Years (Torres/Carroll)

The California Teachers Association has approached the District seeking approval for Oxnard School District teacher, Maritza Avila, to be released from her teacher duties with the Oxnard School District for the 2024-25 through the 2026-2027 school years to serve on the CTA Board, for which she has been duly elected.

Pursuant to Education Code Section 44987, Ms. Avila is entitled to be released from her duties as a certificated employee without any loss of pay or benefits. CTA agrees to reimburse the District for the cost of Ms. Avila's salary, benefits, and employer STRS contributions for this period. Ms. Avila would retain the right to return to a reasonably equivalent position for which she is appropriately credentialed at the conclusion of her service as an elected official of CTA. The term of this agreement would cover the 2024-25 through the 2026-27 school years.

FISCAL IMPACT:

CTA would reimburse the District for the cost of Ms. Avila's salary, benefits, and employer STRS contributions, upon receipt of regular invoices submitted to CTA by the District.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement #24-65 with CTA, as presented.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-65 w. CTA re_Maritza Avila Release Time \(one page\)](#)

**AGREEMENT REGARDING RELEASE TIME
PURSUANT TO EDUCATION CODE § 44987**

WHEREAS, Maritza Ávila (“Ávila”) has been elected to serve on the governing board of the California Teachers Association (“CTA”) for a period that includes the 2024-2025 through 2026-2027 school years; and

WHEREAS, pursuant to Education Code § 44987, Ávila is entitled to be released from her duties as a certificated employee of the Oxnard School District (“District”) without any loss of pay or benefits; and

WHEREAS, the District is entitled to reimbursement by CTA for her leave of absence.

IT IS NOW THEREFORE RESOLVED that CTA and the District enter into the following understanding:

1. The District will grant Ávila a full-time paid leave of absence for the 2024-2025 through 2026-2027 school years, which includes payment for all health and welfare benefits and employer STRS contributions. Ávila’s leave shall not affect her status and rights as an employee of the District, and she will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers’ compensation, and other benefits offered to certificated employees of the District.

2. CTA will discharge its obligations under Education Code § 44987 by reimbursing the District for the cost of Ávila’s salary, benefits (including employer’s contributions toward her health, dental, vision, and life insurance benefits), and employer STRS contributions. CTA will reimburse the District upon receipt of regular invoices submitted to CTA by the District.

3. Ávila will have the right to return to a reasonably equivalent position for which she is appropriately credentialed at the conclusion of her service as an elected official of CTA.

4. The term of this Agreement is for the 2024-2025 through 2026-2027 school years. The Agreement shall terminate if Ávila ceases being an elected member of CTA’s governing board during this term.

Dated: _____

Authorized Signor on behalf of
Oxnard School District

Dated: _____

Erika L. Jones, Secretary-Treasurer
California Teachers Association

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-73, Ventura County Public Health (Fox/Nocero)

Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as VCPH staffing, and program resources permit for the 2024-2025 school year.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-73 with Ventura County Public Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-73, VCPH Nutrition Education \(4 Pages\)](#)
[Proposal Letter \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Interim Director, Purchasing

Signature

Date

June 13, 2024

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

Dear Ms. Franz:

RE: Collaborative Proposal with the Oxnard School District (OSD) for CalFresh Healthy Living (CFHL) and Chronic Disease Prevention Program (CDPP) services for the 2024-2025 school year.

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

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

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

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

If you have any questions regarding this proposal, please contact me, Eddie Munizich at (805) 981-6650.

Sincerely,



Eddie Munizich, MPH, RDN
Program Administrator

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #24-75 – Dynamic Education Services, Inc. (DeGenna/Jefferson)

Dynamic Education Services, Inc. will collaborate with the Oxnard School District Special Education Department to develop and implement successful year-round Non-Public Agency (NPA) or Compensatory services throughout OSD. Provide special education and related services for students from grades K-8, on a one-to-one basis, directly to the student's home or at a local/public library, depending on parent's preference.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Superintendent, that the Board of Trustees approve Agreement #24-75 with Dynamic Education Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-75, Dynamic Education Services Inc. \(15 Pages\)](#)
[Proposal \(6 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. **NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Invoices/Time Sheets to be submitted monthly to a4hernandez@oxnardsd.org and accountspayable@oxnardsd.org. Terms are Net 30.

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: _____



Non-Public Agency (NPA)

Rate Sheet 2024-2025

COMPENSATORY/SUPPLEMENTAL SERVICES**

(1) Supplemental Academic Services (SAS) or Academic Support** (2) Transition or Vocational services **LEA/District must provide curriculum/materials for student when authorizing SAS/Academic Support or Transition services. These services are intended to support students that are currently 1 to 2 grade levels behind & need supplemental support. If student is 3 or more grade level behind, see Reading or Math Intervention program (minimum number of hours for services required).	\$100.00	Per Hour
(3) Educational Counseling & Guidance or Parent Training – Individual a. E.R.I.C.S. or E.R.M.H.S.	\$145.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual	\$175.00	Per Hour
(5) Occupational Therapy (OT) – Individual	\$175.00	Per Hour
(6) Deaf & Hard of Hearing (DHH), Visual Impairment VI, Orientation & Mobility (O/M), or Adaptive Physical Education (APE) <small>*Limited-service areas (in-person/in-home) or available Online/Virtual</small>	\$165.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,650.00	
(2) Language & Speech (IEE)	\$2,950.00	Per Student
(3) Language & Speech – AAC or AT Assessment only	\$3,600.00	
(1) Occupational Therapy (OT) Assessment	\$2,650.00	
(2) Occupational Therapy (IEE)	\$2,950.00	Per Student
(3) Occupational Therapy – AAC or AT Assessment only	\$3,600.00	
(3) Transition or Vocational Assessment	\$2,650.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,200.00	Per Student
(5) Academic Achievement Assessment	\$1,950.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR)	\$150.00	Per Hour

****All Compensatory/Supplemental services require LEAs/Districts to provide curriculum/materials for SAS and/or Transition services per student. All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 70 hours of SAS/Academic Instruction and/or therapy will complete 69 hours of direct SAS/Academic Instruction and/or therapy and 1 hour of indirect services as "Final Session/SRR."**

*****Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.**



Non-Public Agency (NPA) Rate Sheet 2024-2025 Reading Intervention Program

The Reading Intervention Program includes the Sondag Learning Systems** for each student which is a comprehensive line of materials/curriculum that help our Education Specialists provide multisensory reading instruction/intervention, both research and evidence-based for students from grades K-8.

The Reading Intervention Program Packages include Pre and Post Assessments, Session Report & Recommendation (SRR) form***, and a complete reading intervention program for each student covering 1-6 grade levels of reading.

READING INTERVENTION PROGRAM PACKAGES**

(1) Grades K-2 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(2) Grades K-2 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Grades 3-8 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(4) Grades 3-8 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(5) Grades 3-8 – covers 5 to 6 grade levels of reading intervention/instruction	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student

**Through Windsor Learning's, Sondag Learning System, created by Arlene Sondag, Orton-Gillingham expert provides the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using effective multisensory instruction.

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Reading Intervention program will complete 59 hours of direct Reading Intervention program and 1 hour of indirect services as "Final Session/SRR."



Non-Public Agency (NPA) Rate Sheet 2024-2025 Mathematics Intervention Program

The Mathematics Intervention program from KP[®] Mathematics includes two options for Local Education Agencies (LEAs):

Above & Beyond program	Expeditions to Numeracy
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Above & Beyond program & Expeditions to Numeracy include a structured program with the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using one or both programs. Both programs accompany materials, curriculum, & manipulatives for math intervention.

Above & Beyond program offers learners with Cognitive Delays using the KP[®] Ten-Frame Tiles to build competencies necessary for in-school learning & beyond-school independence & autonomy. It uses on-going assessment to measure demonstrated learning along with focuses on strategically on number, place value, & arithmetic operations. Additionally, it teaches skills needed for functionality with money, and organizes content in increasingly large number sets (small numbers (0-10) to three-digit numbers (0-999)).

Expeditions to Numeracy program provides the following three intervention levels of mathematics for students from grades K-4 in the following areas: 1) Early Learning Intervention for grades K-2, 2) Addition & Subtraction Intervention for grades 2-3, & 3) Multiplication & Division Intervention for grades 3-4. It includes the Essential Guidebook to Continuous Assessment & Instruction as well as the KP[®] Ten-Frame Tiles, and other materials/manipulatives.

MATHEMATICS INTERVENTION PROGRAM PACKAGES**

(1) Grades K-8 – covers 1 to 2 grade levels of math intervention/instruction	\$130.00 Per Hour	50 Hours per Student	\$6,500.00 Per Student
(2) Grades K-8 – covers 3 to 4 grade levels of math intervention/instruction	\$130.00 Per Hour	100 Hours per Student	\$13,000.00 Per Student
(3) Grades K-8 – covers 4 to 5 grade levels of math intervention/instruction	\$130.00 Per Hour	150 Hours per Student	\$19,500.00 Per Student

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 50 hours of Math Intervention program/services will complete 49 hours of direct services for Math Intervention program/services and 1 hour of indirect services as "Final Session/SRR."



Non-Public Agency (NPA)

Rate Sheet 2024-2025

Transition 2 Life & Daily Living Skills Program

Dynamic Education Services, Inc. through its partnership with Transition 2 Life offers a comprehensive and complete transition curriculum for your mild-to-moderately affected students with special needs and meeting both federally mandated transition requirements and Indicator 13 goals. Components of the program include Assessments, Coordinated ITP Goals, Daily Living Skills topics that are individualized for each student and parent’s goals.

Transition 2 Life & Daily Living Skills PACKAGES**

(1) Transition 2 Life curriculum, Assessments/Inventories, from 1 to 3 Daily Living Skills Topics	\$130.00 Per Hour	60 Hours per Student	\$7,900.00 Per Student
(2) Transition 2 Life curriculum, Assessments/Inventories, from 4 to 5 Daily Living Skills Topics	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Transition 2 Life curriculum, Assessments/Inventories, from 6 to 8 Daily Living Skills Topics	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student
(4) Transition 2 Life curriculum, Assessments/Inventories, from 9 to 10 Daily Living Skills Topics	\$130.00 Per Hour	240 Hours per Student	\$31,200.00 Per Student
(5) Transition 2 Life curriculum, Assessments/Inventories, from to 11 to 12 Daily Living Skills Topics	\$130.00 Per Hour	300 Hours per Student	\$39,000.00 Per Student

Transition 2 Life & Daily Living Skills Topics

Job Skills – Hard or Soft Skills	Disability Management	Social Skills	Executive Functioning Skills
Cooking Skills	Housekeeping Skills	Self-Determination/Advocacy	Community-Based Instruction (CBI)
Home Maintenance	Financial Skills	Personal Hygiene	Personal Management

*****All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student’s services. For example, a student referred for 60 hours of Transition2Life-Daily Living Skills (T2L-DLS) program will complete 69 hours of direct services for Transition2Life-Daily Living Skills (T2L-DLS) program and 1 hour of indirect services as "Final Session/SRR."**



Non-Public Agency (NPA) Rate Sheet 2024-2025 School-Based Support Services

SPECIALIZED ACADEMIC INSTRUCTION (SAI) – **CURRICULUM/MATERIALS PROVIDED BY CONTRACTING LEA/DISTRICT

(1) Specialized Academic Instruction (SAI)**	\$150.00	Per Hour
(2) Specialized Academic Instruction (SAI) – Prep Time **2 hours of Prep Time required for 5 hours per week if SAI	\$150.00	Per Hour
(3) IEP Meeting, Progress Notes/Preparation/Case Management (15 Hours per school year) by assigned provider and/or credentialed administrator.	\$150.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,650.00	
(1a) Language & Speech (IEE)	\$2,950.00	Per Student
(1b) Language & Speech – AAC or AT Assessment only	\$3,600.00	
(2) Occupational Therapy (OT) Assessment	\$2,650.00	
(2a) Occupational Therapy (IEE)	\$2,950.00	Per Student
(2b) Occupational Therapy – AAC or AT Assessment only	\$3,600.00	
(3) Transition or Vocational Assessment	\$2,650.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,200.00	Per Student
(5) Academic Achievement Assessment	\$1,950.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR)	\$150.00	Per Hour

**LEA/District authorizes & agrees Dynamic Education Services, Inc. (DES, Inc.) may bill up to the authorized hours per week (5 hours/10 hours) of SAI if the parent cancels 1 or more days of scheduled sessions for the week. DES, Inc. is guaranteeing scheduled staff/Education Specialists for the contracted hours per week (5 or 10 hours) during the school day (8:00 am to 3:00 pm) which is generally difficult & requires availability of staff/Education Specialists for school-based support services.

**IEP meetings may be attended by assigned providers (limited/based on staff availability) or designated credentialed administrator via telephone or video conference (Zoom/Google Meets).

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.



Non-Public Agency (NPA) Rate Sheet 2024-2025

BEHAVIOR INTERVENTION SERVICES**

(1) Behavior Intervention Implementation (BII)***	\$95.00	Per Hour
(2) Behavior Intervention Development (BID) & Supervision **Supervision of Behavior Technician (BT)	\$145.00	Per Hour
(3) Behavior Intervention Development (BID)/Consultation (Individual)	\$145.00	Per Hour
a. Social Skills Development & Implementation or Parent Training	\$145.00	Per Hour
b. IEP Meeting, Progress Notes, Preparation (10 hours per school year)	\$145.00	Per Hour
(4) (BII & BID)/Social Skills (Group) - **Limited locations/areas	\$95.00 &	Per Hour,
a. Social Skills Development – Students or Parent Training (Maximum 10 Students per Group) + Add 25% of BID Hours for each set of BII Hours	\$145.00	Per Student or Parent

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)****

(1) Functional Behavioral Assessment (FBA)	\$2,650.00	Per Student
(2) Functional Behavioral Assessment (FBA – IEE)	\$2,950.00	
(2) IEP Meeting/Participation – Additional IEP meeting hours requested	\$145.00	Per Hour

***BII & BID services: District agrees to contract for both BII and BID services for a minimum of 3 months or more to support district and school site.

**Behavior Intervention Implementation (BII) is provided a highly trained Behavior Technician (BT) and/or Registered Behavior Technician (RBT). BII's are supervised by a licensed Board-Certified Behavior Analyst (BCBA) and/or master's level supervisor and is charged separately as Behavior Intervention Development (BID) & Supervision. BID hours of supervision typically average 10 to 15 hours per month. BID hours may be frontloaded in using the authorized BID hours not to exceed to the maximum number of hours. If case management/additional progress notes documentation is required, supervision hours will be between 15 to 20 hours per month. BID services are typically provided 70% Direct (in-person/school site) BID & Supervision and 30% In-Direct BID & Supervision.

***Behavior Intervention Implementation (BII):

- LEA/District authorizes DES, Inc. 30 minutes of BII/BT services per day for "Data Collection" in addition to daily bell-to-bell schedule, per student.
- Contracted/scheduled BII services will be provided based on daily/school schedule for authorized student. If student is absent, LEA (district, charter, SELPA) agrees to have BII services continue/adhere and/or attend to contracted schedule (bell-to-bell schedule) for student by assisting classroom with basic support, work with another student assigned by school site, or work with BCBA supervisor on student's BII/BID programming. This will ensure & guarantee DES, Inc. will maintain assigned staff for BII services for the contracted student and/or school site & not reassign/lose BII/BT services for student.

****Functional Behavioral Assessments (FBA)/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the FBA or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference (Zoom/Google Meets) for a maximum of 2 hours.

Any excess IEP meeting hours requested beyond the 2 hours allocated will incur an additional charge of \$145.00 per hour – IEP meeting/participation.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #24-78 – PRIDE Learning Co. (DeGenna/Jefferson)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department during the 2024-2025 fiscal year.

Term of the Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

\$50,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-78 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-78, PRIDE Learning Co. \(15 Pages\)](#)
[Tuition Fees \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	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:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 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: _____



School/District Tuition and Fees 2024-2025 Southern California

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton -Gillingham Methodology.

* Multisensory, * Structured/Explicit, *Sequential, *Cumulative, *Systematic

All lessons are taught 1:1. Lessons can be implemented Online, In Home or at the School Site. (Online may only be available based on location and safety requirements)

PRIDE Reading Program materials included.

School Site / In Home / Online

1:1 instruction in spelling, reading, writing, and comprehension skills with a PRIDE Reading Specialist

In Home/School Site: \$105.00 per hour with a 3-hour minimum per week

Online: \$85.00 per hour with a 3-hour minimum per week

\$60.00 registration fee

Initial and Post Assessments

\$80.00 per student

Includes a written progress report

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-79 – HopSkipDrive, Inc. (Mitchell/Galvan)

HopSkipDrive, Inc. will provide supplemental transportation and coordination services to the Oxnard School District Transportation Department due to driver shortage.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$150,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-79 with HopSkipDrive, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-79, HopSkipDrive Inc. \(12 Pages\)](#)
[Exhibits \(5 pages\)](#)

In the furnishing of the transportation services under this Agreement, Provider agrees to comply with and observe all applicable provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department of Public Health, Governor or other state and local agencies related to schools, student transportation and operations of Provider in providing pupil transportation, including school reopening plans adopted by the LEA. Provider will, without additional cost to the LEA, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks for drivers and sanitization of buses and vehicles.

3. 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 of the LEA, and not as a partner, coventurer, agent, or employee of LEA, 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 LEA or to bind the LEA in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and LEA, Provider shall have complete control over the manner and method of performing the Services.

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 LEA 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.

4. NON-EXCLUSIVITY.

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

5. SERVICES. Provider shall provide LEA with the services, which are described on the "Statement of Work" (the "Work" or "Services") attached hereto and incorporated herein by 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 as between LEA and Provider for providing such services and related vehicles. 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 LEA, Provider and LEA shall cooperate with each other to work around such delay. 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 LEA and Provider whereby the LEA can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all vehicles, 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 LEA.

6. **VEHICLES.** As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the “Vehicles”) as may be necessary to lawfully address the transportation requirements of the LEA. The LEA requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students
7. **ROUTING AND SCHEDULING.**
 - a. Provider will provide transportation coordination services in accordance with Section 5, Services and the Statement of Work.
8. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 8, 2024 and terminate on June 30, 2025. This Agreement may be extended by Amendment or a later signed writing but shall not automatically renew. 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, subject to direction of the LEA as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles.
9. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing or any provision in this Agreement, Provider shall only bill the LEA for transportation services actually delivered to and received by the LEA including actual driver services, actual costs incurred by Provider for those services and vehicles actually used and for the time used in conformance with LEA direction as to needed transportation services, and adjustments to routes, schedule and utilization as directed by the LEA.

Provider shall send LEA periodic statements indicating Provider’s fees incurred and their basis and any current balance owed. The periodic statements shall itemize each date for which transportation services were provided, what services were provided, and d for what

routes or periods, and charges reflective of actual use as authorized by the LEA. 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 LEA.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the LEA within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed and when they were provided. The LEA reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the LEA's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the LEA is disputed, the LEA 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. As part of that process, the Provider shall furnish to LEA full and complete information on the basis for all charges during the period or for the billing in issue.

The rates set forth in "Schedule of Fees" are not set by law but have been negotiated between Provider and LEA.

Notwithstanding the foregoing, the LEA shall not be responsible for payment to Provider for payment for services which are not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by the LEA to be removed in accordance with the provisions of this Agreement.

10. **ASSIGNMENT AND SUBCONTRACTORS.**

- a. 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 LEA, which may be withheld by the LEA in its sole and absolute discretion. 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 LEA, in its sole discretion, to terminate the Agreement.
- b. LEA acknowledges and accepts that Provider will use subcontractors in the performance of this Agreement.

11. **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 LEA, become LEA property. The Provider shall be entitled to receive full 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 or as otherwise provided in this Agreement. 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.

12. **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 LEA and the Provider as follows:

Oxnard School District
Local Educational Agency

Attn: Rita Galvan

516 W. Wooley Road,
Street

Oxnard, CA 93033
City, State, Zip Code

rgalvan@oxnardsd.org
E-mail Address

805-385-1519
Telephone

Hop Skip Drive Inc.
Provider

Attn: Mike Morrissey

360 E. 2nd Street, Suite 325
Street

Los Angeles CA 90012
City, State, Zip Code

mmorrissey@hopskipdrive.com
E-mail Address

603-508-2548
Telephone

13. **WARRANTY.** Provider hereby warrants to LEA that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from LEA of any breach or failure to do so, Provider shall immediately act to rectify any performance shortfall and conform to the standards outlined in this Agreement.
14. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the LEA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the LEA in the following manner:

- a. A letter outlining the changes shall be forwarded to the LEA 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 LEA and executed by all of the parties before any performance of such services or the LEA 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.

15. **COMPLIANCE WITH LAWS.**

- a. In addition to Section 2 requirements, Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all applicable 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.
- b. 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. Licenses and documentation include:
 - 1) Transportation Network Vehicles
 - California Driver License,
 - Tuberculosis Clearance Certificate.

16. **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.

17. **STUDENT DAMAGE TO VEHICLES.** In the event of damage to vehicle(s) caused by LEA student, Provider shall file a claim with LEA. Provider shall be required to furnish to the LEA documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

18. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, 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, or any other loss, sustained or claimed to have been sustained arising out of the intentional acts and/or negligent 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 LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA 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 LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts and/or the negligence of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

Indemnifying Party's obligations under this paragraph 18 shall not be limited by Provider's insurance requirements under the Agreement.

The provisions of this paragraph 18 shall survive the termination or expiration of the Agreement and remain in full force and effect.

19. **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
\$ 5,000,000	\$ 10,000,000

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 provides coverage to the LEA for the actions of the subcontractor and its employees. Provider's insurance would respond to Provider's legal liability arising out of the actions of the subcontractor and its employees.

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

All Vehicles: 11,000,000 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 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.

- d. Other Coverage as Dictated by the LEA. Provider shall procure and maintain, during the term of this Agreement, the following Other Insurance Coverage:

	Each Victim	Aggregate
Abuse and Molestation	\$ 6,000,000	\$6,000,000

- e. Umbrella or Excess Policy. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by LEA, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider’s primary and excess liability policies are exhausted.
- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA 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 LEA.
- g. All Provider’s insurance is primary and will not seek contribution from any other insurance available to the LEA.
- h. Certificates of Insurance. Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; shall include the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds by way of blanket endorsement. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
- 1) General Liability
 - Student Transportation 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 Commercial General Liability insurance shall provide a list of endorsements and exclusions.
 - k. Deductibles. Self-Insured Retentions Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement has been declared to and approved by the Ventura County School Self-Funding Authority (VCSSFA). Provider shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs
 - 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 LEA.
 - m. Insurance written on a "claims made" basis is to be renewed by the Provider 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 claims made.
 - n. The procuring of any required policy or policies of insurance shall not be construed to limit Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
 - o. 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 LEA may immediately terminate this Agreement.
20. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the LEA all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- Certain entities that contract with a school LEA are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the LEA determines that the Provider will have limited contact with students.
- a. 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 LEA under this Agreement.
 - b. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the LEA a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.
21. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of LEA 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 agrees 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.

22. **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 22, 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 Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

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. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. 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 2025.020 et seq. and 2031.010 et seq.

23. **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.
24. **DOCUMENT RETENTION.** After Provider's services to LEA conclude, Provider shall, upon the LEA's request, deliver all documents for all matter in which Provider has provided services to the LEA, along with any property of the LEA in Provider's possession and/or control. If the LEA does not request LEA'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 LEA 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 LEA. At any point during the two (2) year period, LEA 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 LEA.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.

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

Oxnard School District
Local Educational Agency

HopSkipDrive Inc.
Provider

By: _____
Signature

Signature

Melissa Reyes
Name

Saad Shahzad
Name

Interim Director, Purchasing
Title

SVP, Revenue
Title

1051 S A St,
Street

360 E. 2nd Street, Suite 325
Street

Oxnard, CA 93030
City, State, Zip Code

Los Angeles CA 90012
City, State, Zip Code

mvreyes@oxnardsd.org
E-mail Address

mmorrissey@hopskipdrive.com
E-mail Address

805-385-1501
Telephone

603-508-2548
Telephone

EXHIBIT A

HOPSKIPDRIVE DESCRIPTION OF SERVICES [(TRANSPORTATION NETWORK COMPANY (TNC))]

Services: During the term of this Agreement, HopSkipDrive will provide transportation coordination services (the “*Services*”) to the Client by arranging transportation by drivers (operating as independent contractors who use the HopSkipDrive Platform) (“*Drivers*”) for certain riders who attend the Client. The Client will subscribe to use HopSkipDrive’s website, mobile and web applications, content, products, and related services (collectively, the “*HopSkipDrive Platform*”), available on a Software-as-a-Service basis, to utilize the Services, subject to any additional terms and conditions applicable to the use of such Platform as may be notified to the Client from time to time.

Platform Account: [Rides will be completed based on pricing outlined in Exhibit B of this Agreement.]

Ride Requests: HopSkipDrive will coordinate transportation services for routes entered into the HopSkipDrive Platform by the Client 8-hours or more in advance. The Client may modify any route within 2-hours of scheduled pickup time for a ride.

Contacting Caregivers: The Client shall provide HopSkipDrive with accurate contact information for adult parents and legal guardians of the Client’s riders (“*Caregivers*”) and ensure that such Caregivers consent to be contacted by HopSkipDrive, including alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the Services, which may include notifications relating to scheduled rides, trip status updates, use of the HopSkipDrive Platform and schedule adjustments or modifications.

Relationship between the Client and its Caregivers: HopSkipDrive shall contact the Caregivers regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, HopSkipDrive shall contact the Client’s designated emergency contact(s) (as identified during the onboarding process or subsequently modified in writing).

Authorized Users: The Client acknowledges that HopSkipDrive’s Terms of Use specifically indicate that minors are not permitted to use HopSkipDrive user accounts. The Client shall communicate to the Caregivers and their riders that minors are not permitted to use the HopSkipDrive Platform or contact HopSkipDrive’s Customer Support team to request changes to their rides.

Family Educational Rights and Privacy Act: To the extent applicable, the Client hereby designates HopSkipDrive as a “school official” with “legitimate educational interests” in the Client’s records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“**FERPA**”) and its implementing regulations. The parties acknowledge that HopSkipDrive will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. The Client hereby grants permission to HopSkipDrive and independent contractors using the HopSkipDrive Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records.

Warranties: The Client represents and warrants that:

1. It has the right and has obtained the necessary consents to provide Contractor and the Drivers with all of the data and personally identifiable information (“**PII**”) necessary for the purposes contemplated by this Agreement, and hereby grants

- permission to Contractor and the Drivers to process such PII to perform the Services;
2. It will use best efforts to prevent unauthorized access to or use of the Platform and notify Contractor promptly of any such unauthorized use and access;
 3. It is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization’s Riders; and
 4. It will use the Platform only in accordance with the documentation and applicable laws and regulations.
 5. It has fully reviewed and is familiar with HopSkipDrive Community Guidelines, as amended from time to time (the “*Guidelines*”). Furthermore, it has shared the Guidelines with all individuals responsible for the scheduling of rides and CareGivers of Riders.
 6. No Rider has engaged in or been accused of actions that would violate the Guidelines.
 7. It will not schedule rides for a Rider that does not meet the Guidelines.

Jury Trial Waiver. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

EXHIBIT B

FEE SCHEDULE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following (the “*Fees*”):

ITEM	PRICING
Base Fare	\$42
Per Mile Fee (based on estimated distance)	\$3.25
Minimum Trip Fee	\$70
Regulatory Fees	Regulatory Fees: When required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an

	amendment to the Agreement: Ten Cents (\$.10) per Ride California Access for All Fee.
ADDITIONAL FEES (AS NEEDED/REQUESTED)	
Primary CareDriver Plus (PCD+)	\$10
No Show (Rider has not shown up to pickup location within 10 minutes of schedule pick up time) or Late Cancel (less than 2-hour notice)	Full price of trip (Base Fare + Per Mile Fee)
Wait Time Fees (billed after 10 mins)	\$10.00

- “**Base Fare**” is a fixed cost per trip mobilization fee.
- “**PCD+**”: For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.
- When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found on the following website: <https://www.eia.gov/>
- As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay Contractor according to the terms specified in Exhibits B (the “**Fees**”). The Fees may be increased at the beginning of any Renewal Term by the greater of (a) 5%; (b) the percentage increase in the Consumer Price Index (CPI-U, U.S. City Average) between the start date of the prior Renewal Term or Initial Term (as applicable), and the first day of the month prior to the beginning of the subject Renewal Term; or (c) as otherwise mutually agreed upon by the Parties.
- Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor’s income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
- Organization shall pay Contractor within thirty (30) days of Organization’s receipt of an invoice according to the instructions contained in the invoice. If Contractor does not receive or accept payment based on Organization’s failure to follow the payment instructions contained on Contractor’s invoices, Organization shall remain liable for all monies owed pursuant to this Agreement.

i. “**Shared Billing**” is a functionality that allows payment responsibility for Services to be shared with another organization. Should the Services

include Shared Billing, Organization represents and warrants that it has secured the necessary approvals from the organization sharing responsibility for the payment of all Fees associated with the Services. Furthermore, Organization shall remain ultimately responsible for all Fees associated with the Services in the event of nonpayment by the organization sharing payment responsibility.

- Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.
- Contractor may assess fees in excess of \$1,000 for damage to a Driver's vehicle caused by a Rider. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.

EXHIBIT C

HOPSKIPDRIVE PLATFORM LICENSE (SAAS)

Platform License: Subject to all limitations and restrictions contained herein, HopSkipDrive grants the Client and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the HopSkipDrive Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Agreement. In no event will the Client: (i) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the HopSkipDrive Platform; (ii) Modify, translate or create derivative works based on the HopSkipDrive Platform; (iii) Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the HopSkipDrive Platform; (iv) Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the HopSkipDrive Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) Remove or obscure any proprietary notices or labels of HopSkipDrive or any of its third party licensors on the HopSkipDrive Platform.

Platform Ownership: By signing this Agreement, the Client irrevocably acknowledges that, subject to the licenses granted herein, the Client has no ownership interest in the HopSkipDrive Platform, or any related software or other materials provided to the Client. HopSkipDrive owns all right, title, and interest in the HopSkipDrive Platform, and any related software and materials provided to the Client, subject to any limitations associated with intellectual property rights of third parties. HopSkipDrive reserves all rights not specifically granted herein.

Platform Enhancements: The Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback to HopSkipDrive with respect to the HopSkipDrive Platform and Services. HopSkipDrive has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. HopSkipDrive shall own all right, title and interest to any such developments to the HopSkipDrive Platform or Services made by or on behalf of HopSkipDrive in response to any such feedback of the Client.

Unauthorized Use of the Platform: The Client acknowledges that any unauthorized use of the HopSkipDrive Platform will cause irreparable harm and injury to HopSkipDrive for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, the Client further agrees that HopSkipDrive will be entitled to injunctive relief in the event the Client uses the HopSkipDrive Platform in violation of the limited license granted herein or uses the HopSkipDrive Platform in any way not expressly permitted by this Agreement.

Platform Disclaimer: Except as expressly set forth herein, the HopSkipDrive Platform is provided on an "as-is" basis and HopSkipDrive disclaims any and all warranties. except as otherwise expressly provided in this Agreement, HopSkipDrive makes no additional representation or warranty of any kind, whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever. All other express or implied conditions, representations and warranties are hereby excluded to the extent allowed by applicable law. HopSkipDrive expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement. HopSkipDrive does not warrant against interference with the enjoyment of the products or services provided by it. HopSkipDrive does not warrant that the products or services provided are error-free or that operation of such party's products or services will be secure or uninterrupted. The Client will not have the right to make or pass on any representation or warranty on behalf of HopSkipDrive to any third party.

Platform Representations: The Client represents and warrants that: (i) It will use its best efforts to prevent unauthorized access to or use of the HopSkipDrive Platform and notify HopSkipDrive promptly of any such unauthorized use and access; and (ii) It will use the HopSkipDrive Platform only in accordance with the documentation and applicable laws and regulations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-80– Interface Children and Family Services (Fox/Nocero)

Interface Children and Family Services will provide trained staff to work with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services, and Mental Health Services.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-80 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-80, Interface Children & Family Services \(15 Pages\)](#)
[Proposal \(2 pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation	\$ 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
Commercial vehicles: \$1,000,000.00 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.

- 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]

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:

N/A

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: _____



MEMORANDUM OF UNDERSTANDING

Interface Children & Family Services **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between Interface Children & Family Services (ICFS) and Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate comprehensive prevention and intervention programming for students and their families through ICFS' Family Violence, Mental Health & Trauma Treatment, Youth Crisis & Homeless Services, and Justice Services programs at identified schools within the district.

TERM: The term of this MOU shall be effective August 8, 2024 through June 30, 2025. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide adequate facilities to accommodate ICFS staff.
3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
5. Provide representation at quarterly violence prevention collaborative meetings led by the ICFS' staff.

B. ICFS agrees to the following:

1. Coordinate programming upon the scheduling preference of the Wellness Center Staff and School Administrators.
2. Provide trained staff to deliver youth crisis and homeless prevention and intervention services for runaway and unhoused youth.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-81, WestEd - Workshops (Fox/Ruvalcaba)

Provide two 90-minute in-person parent workshops to empower families on how to have conversations about race in their homes.

Term of Agreement: October 1, 2024 and November 14, 2024

FISCAL IMPACT:

\$6,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-81 with WestEd.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-81, WestEd \(4 pages\)](#)
[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

Interim Director, Purchasing

Signature

Date

PROPOSED SCOPE OF WORK

Prepared For

Teresa Ruvalcaba
Manager, Equity, Family and Community
Engagement
Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1501

Prepared By

Erica Silva, Ed.D.
School Improvement Specialist
WestEd – Quality Schools and Districts
730 Harrison Street
San Francisco, CA 94107
(917) 865-5486

ABOUT WESTED

WestEd partners with districts and schools across the country to provide technical assistance and professional learning on Culturally Responsive and Sustaining Education (CRSE). WestEd helps education leaders with developing racial equity mindsets, skills and practices in their schools and communities. This scope of work presents services that WestEd is proposing to the Oxnard School District for the 24-25 school year.

BACKGROUND

The Oxnard School District (OSD) reached out to WestEd to discuss ways to build the capacity of students and families on pertinent diversity, equity, and inclusion topics. The district is interested in providing training to families on how to have critical conversations about race and racism at home with their students. This addresses ongoing concerns regarding the use of racial slurs and other anti-Indigenous incidents that have occurred across several school sites in OSD.

SUMMARY OF PROPOSED SERVICES

Based on conversations with district leadership, WestEd proposes providing the following to OSD:

- A 90-minute evening workshop, presented in-person at a school site, geared towards empowering families in OSD on how to have conversations about race with their student(s) at home.
- A repeat of the same workshop, presented in-person at a second school site, on a separate date, as requested by the district.

LIST OF SERVICES

As a result of the services proposed, family and community members will be better prepared to have conversations about race and racism with their students, contributing to a more inclusive environment in OSD.

Below is a description of the services WestEd proposes for OSD. The timing of these services is flexible and would be coordinated between OSD leaders and the WestEd project team.

1. *Family engagement workshops* focused on developing racial literacy with students and families. Families will be better able to talk about race and racism with their student(s) in order to support an inclusive learning environment in OSD schools.
2. *District-leader check-in* designed to debrief aforementioned family workshops and identify next steps.

DELIVERABLES AND DATES

- A 90-minute on-site workshop repeated at two school sites, on October 1, 2024 and November 14, 2024. This includes materials and travel costs.

TERMS AND SAMPLE TIMELINE

Terms of service will begin once a contract is signed and will conclude June 30, 2025.

COSTS - \$6000

Services are for a fixed price contract with 50% payment due upon the execution of the contract and the remaining 50% due upon completion of services. Costs are inclusive of all planning, virtual support, workshop materials, and all reasonable communications. Workshop sessions are designed to be provided onsite or virtually.

REGARDING HEALTH & SAFETY

In the event of unforeseen health crises, a distance learning alternative may also be provided for any onsite service proposed. In all cases, the alternatives are designed to be of equal value and include a strategic blend of synchronous and asynchronous engagements and supports.

We appreciate the confidence you have in our team and look forward to the prospect of working with you. As mentioned earlier, please feel free to recommend any suggestions or changes to this proposal.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-82, WestEd (Fox/Ruvalcaba)

Provide professional development, coaching, technical assistance, and ongoing support during the implementation of Academic Parent Teacher Teams (APTT). APTT aligns grade-level learning concepts, student performance data, home practice activities, and family-teacher communication and collaboration. The main objective is to build teachers' capacity to strategically engage families to support student learning and improve student outcomes.

Term of Agreement: August 8, 2024 – June 30, 2025

FISCAL IMPACT:

\$54,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-82 with WestEd.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-82, WestEd \(4 Pages\)](#)
[Scope of Work \(6 Pages\)](#)



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

Interim Director, Purchasing

Signature

Date

Oxnard School District

Family and Community Engagement

Submitted To:

Teresa Ruvalcaba
Manager of Equity, Family, and
Community Engagement
truvalcaba@oxnardsd.org

Submitted By:

WestEd
Maria Paredes
730 Harrison Street
San Francisco, CA 94107
mparede@wested.org

JUNE 27, 2024

PROPOSED SCOPE OF WORK

OXNARD SCHOOL DISTRICT

ABOUT WESTED

WestEd partners with districts and schools across the country to provide customized, comprehensive research- and evidence-based solutions that meet the unique needs of districts and schools focused on continuous improvement. This scope of work presents services and support that WestEd is proposing for the **Oxnard School District**.

SUMMARY OF PROPOSED PRACTICES AND SERVICES

WestEd aims to support schools in strengthening family learning and engagement, increase student attendance and academic success, and advance school improvement efforts. Our proposed family engagement services deliver transformative professional learning opportunities and elevate the capacity of educators to equitably apply evidence-informed family engagement practices in the context of their school community.

Academic Parent-Teacher Teams (APTT) is a research and evidence-based practice that is grounded in the notion that schools can thrive when families and teachers work together, as genuine partners, to maximize student learning inside and outside of school. The model aligns grade-level learning concepts, student performance data, home practice activities, and family-teacher communication and collaboration. APTT aims to build community in each classroom by bringing families together in a safe and respectful space, promoting deep listening, and learning from the wealth of knowledge and experience that each parent/guardian brings to the team. Importantly, APTT is focused on family learning and empowerment by providing families with the information, tools, strategies, and social connections they need to support learning.

Therefore, WestEd proposes to do the following:

- Professional development
- Coaching
- Technical assistance

PURPOSE AND INTENDED OUTCOMES

The purpose for the partnership is to strengthen the individual and organizational capacity of education leaders and school staff to implement evidence-informed practices that are family-centered, responsive to the community and that result in positive student outcomes.

APTT Objectives:

- Increase knowledge, skills, and understanding of research and evidence-informed family engagement practices

- Teachers cultivate two-way communication that results in meaningful relationships and collaboration with families
- Teachers intentionally and strategically engage families to support learning priorities
- Families monitor and support their child’s learning
- Families and teachers communicate early and often to ensure students’ needs are met
- Administrators grow, sustain, and integrate evidence-based family engagement practices that align with school improvement goals and priorities
- School teams measure, analyze, and disseminate lessons learned and stories of impact

Opportunities to Measure and Report Impact

WestEd and the schools will collect data during the following implementation activities:

1. Professional learning
2. APTT family meeting observation notes
3. Student progress data graphs
4. Family attendance
5. Family, teacher, and school leader surveys
6. Family focus group
7. Consultant logs

LIST OF SERVICES

Below is a list of services WestEd proposes. The details and timing of these services are flexible and would be coordinated between the client and the WestEd project team.

The following services will be provided to schools and teachers who are interested in volunteering to pilot APTT in Oxnard. In the case that there are no volunteers, the contract would be withdrawn.

DELIVERABLES FOR ONE SCHOOL

WestEd Training and Support Services 2024 – 2025 for One School	
Virtual	<p>Principals and Assistant Principals Virtual APTT Information Session</p> <p>Principals and assistant principals are invited to participate in a virtual information session to learn about the APTT model of family engagement and how it works in practice when implemented in schools.</p>
Virtual	<p>Teacher Virtual APTT Information Session</p> <p>Teachers working in the schools that are interested in participating in the APTT pilot will be invited to participate in a virtual information session to learn about the APTT model of family engagement and how it works in practice when implemented in the classroom with families. Teachers will also learn about the ongoing support they will receive from WestEd, including professional learning, coaching, technical assistance, and resources.</p>

WestEd Training and Support Services 2024 – 2025 for One School	
Initial Teacher Professional Learning and Coaching Support	
<p><i>Visit 1</i></p> <p>Deliverable</p> <p>1</p>	<p>Four Hours of Professional Learning Session for School Leadership Team, Teachers, Support Staff, and District Staff</p> <ul style="list-style-type: none"> ○ Participants will gain a deep understanding of the APTT model and essential elements; they will also explore the shift from parent involvement to family engagement ○ Participants will develop facilitation skills that support engaging, dynamic, and collaborative learning environments with families ○ Participants will develop common language around the purpose and definition of meaningful family engagement and extended learning ○ Participants will make connections between family engagement, student achievement, and school improvement
APTT Teacher Planning 1	
<p><i>Visit 2</i></p> <p>Deliverables</p> <p>2 – 3</p>	<p>Grade-Level Teacher Planning Support for Implementing Grades (90- Minutes)</p> <p>Support teachers' development of family meeting readiness; align skill selection, assessment data, and practice activities</p> <ul style="list-style-type: none"> ○ Support teachers and school leaders as they create a differentiated outreach plan that meets the needs of each family, especially vulnerable families <p>Leadership Planning and Technical Assistance with Principal and APTT Champion</p> <ul style="list-style-type: none"> ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff
APTT Team Meeting 1	
<p><i>Visit 3</i></p> <p>Deliverables</p> <p>4 – 5</p>	<p>Participation in APTT Team Meetings with Families</p> <ul style="list-style-type: none"> ○ Collect data on meeting facilitation effectiveness to support improvement <p>APTT Meeting Debrief, Planning, and Technical Assistance with Principal and APTT Champion</p> <ul style="list-style-type: none"> ○ Provide feedback for improvement and develop improvement goals with action steps ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff
APTT Teacher Planning 2	
<p><i>Visit 4</i></p> <p>Deliverables</p> <p>6 – 7</p>	<p>Grade-Level Teacher Planning Support for Implementing Grades (90- Minutes)</p> <ul style="list-style-type: none"> ○ Support teachers' development of family meeting readiness; align skill selection, assessment data, and practice activities ○ Support teachers and school leaders as they create a differentiated outreach plan that meets the needs of each family, especially vulnerable families <p>Leadership Planning and Technical Assistance with Principal and APTT Champion</p>

WestEd Training and Support Services 2024 – 2025 for One School	
	<ul style="list-style-type: none"> ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff
APTT Team Meeting 2	
<p style="text-align: center;"><i>Visit 5</i></p> <p>Deliverables</p> <p style="text-align: center;">8 – 9</p>	<p>Participation in APTT Team Meetings with Families</p> <ul style="list-style-type: none"> ○ Collect data on meeting facilitation effectiveness to support improvement <p>APTT Meeting Debrief, Planning, and Technical Assistance with Principal and APTT Champion</p> <ul style="list-style-type: none"> ○ Provide feedback for improvement and develop improvement goals with action steps ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff
APTT Teacher Planning 3	
<p style="text-align: center;"><i>Visit 6</i></p> <p>Deliverables</p> <p style="text-align: center;">10 – 11</p>	<p>Grade-Level Teacher Planning Support for Implementing Grades (90- Minutes)</p> <ul style="list-style-type: none"> ○ Support teachers' development of meeting readiness for families; align skill selection, assessment data, and practice activities ○ Support teachers and school leaders as they create a differentiated outreach plan that meets the needs of each family, especially vulnerable families <p>Leadership Planning and Technical Assistance with Principal and APTT Champion</p> <ul style="list-style-type: none"> ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff
APTT Team Meeting 3	
<p style="text-align: center;"><i>Visit 7</i></p> <p>Deliverables</p> <p style="text-align: center;">12 – 13</p>	<p>Participation in APTT Team Meetings with Families</p> <ul style="list-style-type: none"> ○ Collect data on meeting facilitation effectiveness to support improvement <p>APTT Meeting Debrief, Planning, and Technical Assistance with Principal and APTT Champion</p> <ul style="list-style-type: none"> ○ Provide feedback for improvement and develop improvement goals with action steps ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff ○ Support the school leadership team with planning for the Family Focus Group, which takes place within a week or two after the last APTT meeting of the year

TERM

Dates of service for this contract shall be September 1, 2024 – June 30, 2025.

COST

Costs are inclusive of all planning, virtual support, implementation materials, travel expenses, staff time, and all reasonable communications.

The Total Cost of the Project for One Year for One School: \$54,000

PAYMENT SCHEDULE

This is a Fixed Price contract with 50% payment due upon the execution of the contract and the remaining 50% due upon completion of services. The district may suggest an alternative payment schedule.

If a contract is not in place prior to the start of the work, we will need correspondence showing strong intent to issue a contract, confirmation of the start date of the project, and when the contract will be fully executed. If a contract is not in place within 60 days of the start date of the project, all work will stop until a fully executed contract is in place.

CONTACT INFORMATION

WestEd Project Director	WestEd Contracts	Funder Contact
Dr. Maria Paredes <i>APTT Manager</i> 730 Harrison Street San Francisco, CA 94107 480.823.9425 mparede@wested.org	Contracts Department 730 Harrison Street San Francisco, CA 94107 415.615.3136 contracts@wested.org	Teresa Ruvalcaba Manager of Equity, Family, and Community Engagement 1051 South A Street Oxnard, CA 93030 805.385.1501 truvalcaba@oxnardsd.org

If you wish to contract with WestEd, all contract negotiations will go through [WestEd Contracts](#). WestEd will automatically draft a contract. Please alert us immediately if you will be drafting the contract instead or if you need changes to the payment schedule.

We appreciate the confidence you have in our team and look forward to working with you on the upcoming project. If you have questions about our proposal, please contact Maria Paredes at mparede@wested.org or [480.823.9425](tel:480.823.9425).

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-83 – CJ Seto Support Services, LLC. (Torres/Magaña)

CJ Seto Support Services, LLC will conduct chemical inventories at Frank, Fremont, and Lopez Intermediate Schools, and seven K-8 schools (Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala.) Our team will collect the following information that can be used to identify the proper Safety Data Sheet (SDS) for that location.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

\$19,340.00 – Safety Credits

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-83 with CJ Seto Support Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-83, CJ Seto Support Services LLC. \(4 Pages\)](#)
[Proposal \(4 pages\)](#)



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

Interim Director, Purchasing	Signature	Date

July 16, 2024

Norma Magana
Oxnard School District
1051 S. A Street
Oxnard, CA 93030

Subj: **PROPOSAL TO PROVIDE ENVIRONMENTAL COMPLIANCE AND CHEMICAL INVENTORY SERVICES**

Dear Norma,

Per your request, CJseto Support Services, LLC (CJS) is pleased to present the following proposal to provide Oxnard School District with environmental compliance services to include the following tasks:

1. Chemical Inventories: We will conduct chemical inventories at Frank, Fremont, and Lopez Intermediate Schools, and seven K-8 schools (Chavez, Driffill, Lemonwood, Marshall, Curren, Soria and Kamala). Our team will collect the following information that can be used to identify the proper Safety Data Sheet (SDS) for that location. Data collected will include:
 - Chemical Name;
 - Manufacturer Name;
 - Product Number;
 - Type of container;
 - Size of container;
 - Quantity remaining in the container; and
 - Location of container.

NOTE: We will only inventory those items in the manufacturer's original container and original label. Secondary containers come from other sources and may result in inaccurate inventories.

We will put barcodes on each container and collect the information related to that container. This information is then entered into a chemical inventory database so that future inventories can be performed much quicker and provide easy access to inventory information when needed.

Estimated time to complete: Half a day at each location for the onsite work, and another week to prepare the report.

2. Identify outdated chemicals for disposal: While our team is performing task 1 above, we will identify and separate any chemicals that are outdated or no longer in a useable state. We will prepare a separate inventory of these items and provide a cost estimate for the packaging, transportation and disposal of them. There is no additional cost for this task.

Estimated time to complete: Performed in conjunction with Task 1 above.

3. Safety Data Sheet (SDS): We will provide an inventory for each school with sufficient information to allow the District to retrieve the most current and correct SDS. There is no additional cost for this task.

Estimate time to complete: Performed in conjunction with Task 1 above.

4. Chemical Hygiene Plan: We can take the Oxnard UHSD plan and use it as a template for each of your locations. We will customize the plan with the names of people for the various roles called out in the plan. We can then set up a date to provide the training for the staff and faculty that would require this training.

Estimate time to complete: 2 weeks to prepare the plans, and another 1 week to prepare the training. We propose conducting two 2-hour training sessions on either October 14 or November 1 of 2024, at a facility provided by the District. One session will be in the morning, and the second will be in the afternoon.

5. Personal Protective Equipment (PPE): While performing Task 1 above, we will also inspect the PPE on hand at each location and make recommendations on what is needed to ensure staff and students have the necessary safety equipment available if needed. This includes eye wash stations, proper chemical storage and secondary containment. There is no additional cost for this task.

Estimate time to complete: Performed in conjunction with Task 1 above.

6. Hazardous Materials Business Plan Review and Update: We will review and update all your HazMat Business Plans that are in place for Facilities, Transportation, and Warehouse. This includes an onsite inspection of each facility to ensure all data required in the plans are current and correct. We will let you know if a new one is needed for any of your locations or if the District Office may be cancelled. Once plans have been reviewed and updated, we will upload the plan into the California Environmental Reporting System (CERS).

Estimate time to complete: 2 weeks

SCHEDULE

Upon authorization to proceed, we will request copies of the four Hazardous Materials Business Plans for review prior to conducting the onsite work. Days onsite will be as follows:

Tuesday, September 3, 2024:

- District Yard (Bus Plan)
- Transportation (Bus Plan)
- Warehouse (Bus Plan)
- District Office (Bus Plan)

Wednesday, September 4, 2024

- Frank (Chemical Inventory)
- Fremont (Chemical Inventory)
- Lopez (Chemical Inventory)

Tuesday, September 10th, 2024

- Chavez (Chemical Inventory)
- Driffill (Chemical Inventory)
- Lemonwood (Chemical Inventory)
- Marshall (Chemical Inventory)

Wednesday, September 11, 2024

- Curren (Chemical Inventory)
- Soria (Chemical Inventory)
- Kamala (Chemical Inventory)

Thursday, September 12, 2024

Make up day

Chemical Hygiene Plan Training

Two 2-hour sessions on either October 14, 2024 or November 1, 2024.

FEE/PAYMENT SCHEDULE

CJseto proposes to provide the above services on a per task basis.

Breakdown of Estimated Costs

Task/Item	Unit Cost	# Units	Cost
1 (Chemical Inventory in Database - 10 schools)			
Project Lead	\$ 150.00	4	\$ 600.00
Field Chemist	\$ 75.00	40	\$ 3,000.00
Data Entry	\$ 55.00	32	\$ 1,760.00
Database Set Up	\$ 250.00	1	\$ 250.00
Report	\$ 200.00	10	\$ 2,000.00
Total			\$ 7,610.00
2 (Chemicals for Disposal)	NO Charge		



Support Services, LLC
 Environmental • Health & Safety • Information Technology

3 (Safety Data Sheet)	NO Charge		
4 (Chemical Hygiene Plan)			
Project Lead	\$ 150.00	4	\$ 600.00
Industrial Hygienist (10 schools)	\$ 105.00	40	\$ 4,200.00
Instructor	\$ 175.00	12	\$ 2,100.00
Total			\$ 6,900.00
5 (Personal Protective Equipment)	NO Charge		
6 (3 HazMat Business Plan)			
Project Lead	\$ 150.00	4	\$ 600.00
Environmental Specialist	\$ 105.00	36	\$ 3,780.00
CERS Upload	\$ 150.00	3	\$ 450.00
Total			\$ 4,830.00

ACCEPTANCE

You can accept this proposal by having an authorized representative issue a Purchase Order referencing this proposal. Please direct any questions regarding this proposal to the undersigned. We appreciate the opportunity to be of service to you.

Respectfully submitted,

Chet Seto
 Managing Director
 CJSeto Support Services, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)

Ventura County Office of Education will provide Transportation Services for Special Education students as needed during the 2024-2025 school year.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

\$314,480.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-84 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-84, VCOE - Spec Ed Transportation Services 2024-25 \(2 Pages\)](#)
[Estimated excess cost \(1 Page\)](#)

Transportation Services Agreement
For VCSSFA Covered Parties

This Transportation Services Agreement (the "Agreement") is made and entered into this _____ by and between the Ventura County Office of Education (hereinafter referred to as "Provider Local Educational Agency") and _____ (hereinafter referred to as "Recipient Local Educational Agency" or "Recipient LEA"). Provider LEA and Recipient LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider Local Educational Agency

Street Address

City, State, Zip code

Telephone Number

Contact Name

Contact E-mail Address

Recipient Local Educational Agency

Street Address

City, State, Zip code

Telephone Number

Contact Name

Contact E-mail Address

SERVICES

Description of Services		
_____ Date(s) of Service	_____ Hour(s) of Service	_____ Destination

FEES

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

PAYMENT. Recipient LEA will pay Provider LEA after receipt of an invoice, net 30 days.

CONDITIONS. Provider LEA will have no obligation to provide services until Recipient LEA returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The Parties agree the relationship created by this Agreement is that of independent contractor. The Parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The Parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

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.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of both 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.

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, the parties shall enter mediation or binding arbitration. Arbitration will be conducted pursuant to the rules of the American Arbitration Association and California code of Civil Procedure sections 2025 and 2031. The cost of mediation or binding arbitration shall be borne equally by the parties.

INDEMNIFICATION. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

INSURANCE. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers’ compensation, general liability, automobile liability, property coverage, and automobile physical damage coverage under the VCSSFA self-insurance programs.

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.

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

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Provider Local Educational Agency

Recipient Local Educational Agency

By: _____
Authorized Signature

Authorized Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

E-Mail Address

E-Mail Address

Telephone

Telephone

VENTURA COUNTY OFFICE OF EDUCATION

DISTRICT ESTIMATED ASSESSMENT FOR SPECIAL EDUCATION TRANSPORTATION:

FOR THE 2023-2024 FISCAL YEAR

As of : 02/2024

Includes the actual District excess cost for Special Education Transportation provided by the Ventura County Office of Education through December 2023.

DISTRICT NAME	DISTRICT NO.	MILES	RUNS	AVG MILES PER RUN	PERCENT OF TOTAL	ADJUSTMENT FACTOR	ADJUSTED MILES	ASSESSMENT PERCENTAGE	Orig Assesmt AMOUNT	Wheelchair Surcharge	Net Assesmt Amount	January 2024	September 2024
												Billing	Est Final Billing
BRIGGS	601	118.94	9.83	10.09	7.23%	92.77%	110.34	3.1417%	119,616.90		119,617	59,808	59,808
HUENEME	602	246.76	25.08	8.21	5.88%	94.12%	232.25	6.6125%	251,767.24	18,077.53	269,845	134,922	134,922
MESA UNION	603	67.77	5.92	9.58	6.86%	93.14%	63.12	1.7971%	68,424.77		68,425	34,212	34,212
OXNARD	607	302.71	29.92	8.44	6.04%	93.96%	284.41	8.0976%	308,311.07		308,311	154,156	154,156
PLEASANT VALLEY	608	181.05	21.42	6.32	4.52%	95.48%	172.86	4.9215%	187,381.77		187,382	93,691	93,691
RIO	609	196.92	17.50	9.38	6.72%	93.28%	183.70	5.2301%	199,132.28		199,132	99,566	99,566
SOMIS UNION	612	64.63	6.58	8.22	5.89%	94.11%	60.82	1.7317%	65,933.54		65,934	32,967	32,967
OXNARD UNION HIGH	616	1103.90	88.42	10.43	7.47%	92.53%	1021.42	29.0813%	1,107,252.10	216,390.30	1,323,642	661,821	661,821
SANTA PAULA UNIFIED	617	395.16	21.58	15.26	10.93%	89.07%	351.98	10.0215%	381,561.19		381,561	190,781	190,781
CONEJO VALLEY UNIFIED	618	297.12	27.25	9.07	6.50%	93.50%	277.80	7.9094%	301,146.96	122,927.17	424,074	212,037	212,037
VENTURA UNIFIED	622	386.88	27.33	11.76	8.43%	91.57%	354.28	10.0870%	384,054.89		384,055	192,027	192,027
OAK PARK UNIFIED	623	131.68	5.33	20.44	14.64%	85.36%	112.40	3.2002%	121,846.24		121,846	60,923	60,923
MOORPARK UNIFIED	624	314.91	21.33	12.42	8.90%	91.10%	286.90	8.1685%	311,009.55	3,615.51	314,625	157,313	157,313
TOTALS	(XXXXXX)	3808.42	307.50	139.62	100.00%	XXXXXXX	3512.30	100.0000%	3,807,438.50	361,010.51	4,168,449	2,084,225	2,084,225

REPORT FOR FISCAL YEAR

	2023-24	2022-23	2021-22	2020-21	2019-20
TRANSPORTATION EXPENSE:	\$ 8,189,132	\$ 7,153,104	\$ 6,560,344	\$ 6,050,054	\$ 6,431,710
TRANSPORTATION ENTITLEMENT:	\$ 4,020,683	\$ 4,020,683	\$ 2,700,753	\$ 2,700,753	\$ 2,700,753
OTHER INCOME:				13046	
Total Revenue	4,020,683	4,020,683	2,700,753	2,713,799	\$2,700,753
Excess cost to districts including w/c	4,168,449	3,132,421	3,859,591	3,336,255	\$3,730,957
Less Wheel Chair Assessment	361,011	379,628	379,628	365,166	329,649
NET EXCESS COST TO DISTRICTS:	3,807,438	2,752,793	3,479,963	2,971,089	\$3,401,308
Total Transportation Expense Increase(decrease) from prior year	14.48%	18.23%	-5.93%	0.95%	
Excess Cost Increase(Decrease) from prior year	38.31%	-7.75%	-11.93%	0.30%	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-85 – Hip Hop Mindset (Fox/Shea)

Hip Hop Mindset will offer photography and videography services to the Oxnard School District for the 2024/2025 academic year. This will include coverage of school events, district events, and any other events requested by the district. Hip Hop Mindset will assist with managing and posting content on the Oxnard School District's social media platforms, including Facebook, Twitter, and Instagram.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$75,000.00 – Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-85 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-85, Hip Hop Mindset - OSD Media \(15 Pages\)](#)
[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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

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

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: _____

HIP HOP MINDSET

SOCIAL MEDIA PROPOSAL 2024/2025 SCHOOL YEAR

PROVIDER: Hip Hop Mindset **Phone Number:** (805) 758-5701

Street Address: PO Box 7202, Oxnard CA 93031

Email Address: info@hiphopmindset.com **Tax ID:** 93-3929293

SERVICES PROVIDED BY HIP HOP MINDSET LLC.

Hip Hop Mindset will provide photography and videography services to the Oxnard School District for the 2024/2025 school year.

Hip Hop Mindset will cover school events, district events, and any other events requested by Oxnard School District.

Hip Hop Mindset will help manage and post as requested on Oxnard School District Social Media pages including Facebook, Twitter and Instagram.

DATES: August 2024 - June 2025 **Times:** 8:00 AM - 7:00 PM

Hourly Rate: \$100.00 (*Not to exceed \$75,000.00*)

PAYMENT: District will pay provider after receipt of an invoice. Net 30 days.

SCHOOL SITES: Various school sites and locations throughout the Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #24-86 – Push Play P.E (Fox/Haber)

Push Play P.E. will provide on-site professional learning to K-8 teachers at Sierra Linda. The participants will learn how to navigate through the Push Play P.E. Program as well as the standards for their grade level. The participants will learn more about the program by participating in various grade-level standards-based P.E. activities by watching the videos and participating in the actual activity.

Date: August 12, 2024

FISCAL IMPACT:

\$3,000.00 – Title IV

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-86 with Push Play P.E.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-86, Push Play P.E. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

_____	_____	_____
Provider Authorized Signer	Signature	Date

Oxnard School District

_____	_____	_____
Interim Director, Purchasing	Signature	Date

Push Play P.E.
Armen Kapelian
Proposal for Oxnard School District
August 12th, 2024

Description of Event

On August 12th, 2024, Push Play P.E. (Armen Kapelian) will provide on-site professional learning to 25 K-8 teachers at Sierra Linda. The participants will learn how to navigate through the Push Play P.E. Program as well as the standards for their grade level. The participants will learn more about the program by participating in various grade-level standards-based P.E. activities by watching the videos and subsequently participating in the actual activity.

Cost for the session: \$3000



Armen Kapelian (Push Play P.E.)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement #24-87 – VCOE – SELPA Physical Therapy Services
(DeGenna/Jefferson)**

Ventura County Office of Education/SELPA will provide Physical Therapy Specialist Services to the Special Education Services Department during the 2024-2025 school year.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$77,200.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-87 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-87, VCOE SELPA - Physical Therapy Specialist Services 2024-25](#)
(3 Pages)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/07/2024 by and between (Date)

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

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

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 06/30/2025. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see below)	\$ <u>77,200.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Physical Therapy Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy services provided by Ventura County SELPA for the 2024-2025 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2024-2025 financial books are closed.

*Please note: Part C PT services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The PT needs of your infant program shall not be included in your response on this form.

WORK SCHEDULE (if applicable):

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-88 - VCOE SELPA – Orientation and Mobility Specialist Services 2024-2025 (DeGenna/Jefferson)

Ventura County Office of Education/SELPA will provide Orientation and Mobility Specialist Services to the Special Education Services Department during the 2024-2025 school year.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$44,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #24-88 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-88, VCOE SELPA - Special Orientation & Mobility Specialist Services 2024-25 \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/08/2024 by and between (Date)

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

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

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

Inter-District Agreement for Services

- 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.

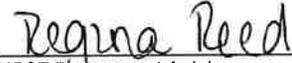
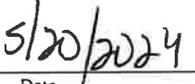
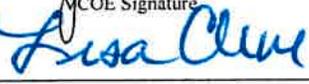
- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- 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

 _____ VCOE Department Administrator	 _____ VCOE Signature	 _____ Date
 _____ VCOE Executive Director Internal Business Services	 _____ VCOE Signature	 _____ Date

Local Educational Agency Approval

 _____ LEA Business Office Administrator	_____ Signature	_____ Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 06/30/2025. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see below)	\$ <u>44,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

SELPA Orientation & Mobility Specialists are certificated employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Orientation & Mobility Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Orientation & Mobility services provided by Ventura County SELPA for the 2024-2025 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2024-2025 financial books are closed.

WORK SCHEDULE (if applicable):

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-89 – STAR of CA/ ERA Ed. (Fox/Shea)

STAR of CA/ ERA Ed. will provide supplemental staffing to the Expanded Learning Opportunity Program on an “as needed” basis during the 2024-2025 school year.

Term of Agreement: August 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$1,025,000.00 – Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-89 with STAR of CA - ERA Ed.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-89, STAR of CA - ERA Ed. \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

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

Program Description Overview

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

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) General Student Paraprofessional Support (GSS)

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

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

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



the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs.

General Student Paraprofessional Support (GSPS) – STAR of CA provides paraprofessional support for students in order to resolve challenging behaviors, increase engagement, and enhance social skills. General student paraprofessional support can be delivered in individual and group settings.

RATE TABLE

SERVICE	SrvCode	Rate	Per
Supervision	BID	\$120.15	/hr
Direct Instruction	BII	\$61.90	/hr
General Student Paraprofessional Support	GSPS	\$60.00	/hr

STAFFING & FINANCIAL TERMS

School Year Afterschool Program:

- Program Dates: Academic year 2024-2025
 - 180 school days
 - 4 hours per day on typical days
 - 6 hours per day on early release days
- Five (5) Direct Instruction Paraprofessionals
- Five (5) General student Support Paraprofessionals
- Two (2) hours per week of Supervision per Paraprofessional – scheduled as appropriate.
- Total program cost not to exceed: \$1,025,000 for the academic year.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #24-72, Ventura County Office of Education (Fox/Ruvalcaba)

Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE Region 17), will reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services as previously agreed and approved by VCOE Region 17. VCOE Region 17 will verify eligibility of students and parents, will provide necessary training for District classified and/or certificated staff working directly or indirectly with eligible migrant education students and parents, and will provide necessary office supplies, materials, and forms. VCOE Region 17 will also provide supplementary services to eligible migrant students for both the Summer School Migrant Program and the Regular school Year Migrant Program. Reimbursement for costs specific to transportation and custodial supplementary services should not exceed \$18,000.00

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #24-72 with the Ventura County Office of Education

ADDITIONAL MATERIALS:

Attached: [Agreement ##24-72, VCOE Migrant Education Program \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into _____ by and between _____ (Date)

_____ (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.”

LEA

Contact Name

Street Address

Contact Telephone Number

City, State, Zip code

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

VCOE Department Administrator	VCOE Signature	Date
-------------------------------	----------------	------

VCOE Executive Director Internal Business Services	VCOE Signature	Date
--	----------------	------

Local Educational Agency Approval

LEA Business Office Administrator	Signature	Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

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

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #24-74 - Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP (5 students) (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

JV120313	\$15,400.00	Term: April 28, 2024 – June 30, 2024
MP111618	\$11,850.00	Term: May 10, 2024 – June 30, 2024
LJ071616	\$17,750.00	Term: April 21, 2024 – June 30, 2024
EA061212	\$3,000.00	Term: April 27, 2024 – June 30, 2024
AP092219	\$28,500.00	Term: October 5, 2023 – June 30, 2024

FISCAL IMPACT:

\$76,500.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-74 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #24-74, VCOE SCP Services 23-24 \(15 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 04/25/2024 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

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@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.

Inter-District Agreement for Services

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

Holly Minear



5.24.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Interim Director, Purchasing

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 04/28/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 4/25/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>15,400.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, JV120313, a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. Extended School Year (ESY) will be provided for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 04/11/2024 by and between (Date)

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

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

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

Inter-District Agreement for Services

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

Holly Minear  5.29.24

VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline

VCOE Executive Director Internal Business Services VCOE Signature Date

Local Educational Agency Approval

Interim Director, Purchasing Signature Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 05/10/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 4/11/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>11,850.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for MP111618, a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendar for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 04/16/2024 by and between (Date)

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

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

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

Inter-District Agreement for Services

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

Holly Minear  5.24.24

VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline

VCOE Executive Director Internal Business Services VCOE Signature Date

Local Educational Agency Approval

Interim Director, Purchasing

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 04/21/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 4/16/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>17,750.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for LJ071616, a Special Education pupil who is a resident of LEA and currently attends Dwire School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Dwire School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 04/26/2024 by and between (Date)

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

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

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

Inter-District Agreement for Services

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

Holly Minear



5.24.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Interim Director, Purchasing

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 04/27/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 4/26/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>3,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, EA061212, a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) during transportation for 60 minutes daily. ESY transportation will be provided at 60 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendar for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 10/04/2023 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 Oxnard, CA, 93030

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@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.

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.

Inter-District Agreement for Services

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

Holly Minear



5.29.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Interim Director, Purchasing

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 10/05/2023 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 10/4/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>28,500.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for AP092219, a Special Education pupil who is a resident of LEA and currently attends Dwire Pre-School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 825 minutes weekly. ESY will be provided in the classroom for 120 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Dwire Pre-School Calendar for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 07, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #24-76, Nigro & Nigro, PC – District’s Measure D Building Bond Audit Services (Mitchell/Nuñez)

Nigro & Nigro, PC will perform the District’s Measure D Building Fund Bond Audit services.

Dates of Service: March 1, 2024 through March 31, 2025

FISCAL IMPACT:

Not to Exceed: \$4,500.00 – Unrestricted General Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees ratify Agreement #24-76 with Nigro & Nigro, PC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-76, Nigro & Nigro \(6 pages\)](#)



July 2, 2024

To the Governing Board and Management
Oxnard School District
1051 South A St.
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are to provide Oxnard School District for the fiscal year ending June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the Measure D Building Fund and the disclosures, which collectively comprise the basic financial statements of the Measure D Building Fund of Oxnard School District as of and for the fiscal year ending June 30, 2024. We will also conduct a performance audit of the Measure D Building Fund of Oxnard School District for the fiscal year ending June 30, 2024.

The objectives of our financial audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The objectives of the performance audit are limited to determining whether the District complied with the compliance requirements of Proposition 39 (2000) and further described in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A*, and will include tests of your accounting records of the Measure D Building Fund of Oxnard School District and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and certain assets and liabilities by correspondence with selected oversight agencies.

Audit Procedures—Internal Control

We will obtain an understanding of the school district and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Measure D Building Fund of Oxnard School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Measure D Building Fund of Oxnard School District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations, and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nigro & Nigro and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators, governmental agencies, or their representatives ("Regulators") for purposes of quality review of the audit, to resolve audit findings, in accordance with funding requirements, or to carry out oversight responsibilities. Regulators may intend, or decide, to distribute the copies of information obtained therein to others, including other governmental agencies. By your signature below, you further acknowledge and agree that we are authorized to allow the Regulators access to, and copies of, such audit documents. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Nigro is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately March 1, 2024 and to issue our reports no later than March 31, 2025.

Our fee for services will be \$4,500. Our invoices for these fees will be rendered as work progresses and are payable within 30 days. In accordance with our firm policies, your account becomes delinquent when it is 90 days or more overdue.

In the event that circumstances make it necessary to perform additional work or to expend inordinate amounts of time because of (1) incompleteness of records, (2) poor working conditions, (3) abnormal errors, (4) misappropriation of funds, (5) lack of cooperation on part of the District personnel, or (6) other circumstances disclosed by our audit, it is agreed that such additional work may be subject to either special Agreement or Agreements upon a fee basis to be mutually agreed upon by all parties or may be based on our hourly rates. Before additional fees or Agreements may be instituted, the appropriate District personnel shall be informed in writing of any deficiency or difficulties as listed above. The District will have ten (10) working days to correct or implement plans to correct said deficiency, where possible.

For those deficiencies that cannot be easily corrected, the District and Nigro & Nigro agree to make amendments to the Agreement to correct the deficiency and appropriately compensate us.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.), by third parties arise against the District or its officers subsequent to this engagement, which results in the subpoena of documents from Nigro & Nigro and/or requires additional assistance from us to provide information, depositions or testimony, the District hereby agrees to compensate Nigro & Nigro (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees to represent Nigro & Nigro.

Professional standards require us to be independent with respect to the District. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The District and Nigro & Nigro both agree that any dispute over fees charged by the firm to the District will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Reporting

We will issue a written report upon completion of our audit of the Measure D Building Fund of Oxnard School District's financial statements. Our report will be addressed to the Governing Board and management of Oxnard School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Oxnard School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return a copy to us.

Very truly yours,

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:



Oxnard School District

07/02/2024

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #24-77 – Every Special Child, LLC (DeGenna/Jefferson)

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

Service Providers:

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

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

FISCAL IMPACT:

Not to exceed \$1,000,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-77 with Every Special Child, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-77, Every Special Child LLC \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____

ESC Rate Sheet School Year 2024-25

Every Special Child LLC, (ESC) manages the manpower solutions for the Special Education Department of your school/district. Our motto is to provide the right person for the right job. Below is the list of candidates and rate sheet for the school year 2024-25.

Services	Pay Rate	Period
Special Education Teacher	\$90-95	Hourly
School Nurse/RN/BSN	\$90-95	Hourly
Licensed Vocation Nurse	\$70-80	Hourly
Speech/Language Pathologist Assistant	\$70-80	Hourly
Paraprofessional	\$50	Hourly
Speech/Language Pathologist	\$100-115	Hourly
School Psychologist	\$100-120	Hourly
Visually Impaired Teacher	\$95-100	Hourly
D/HH Teacher	\$95-100	Hourly
Occupational Therapists	\$100-110	Hourly
Social Workers	\$95-100	Hourly

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section D: Action Items

Approval of Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year, Effective July 1, 2024 (Torres/Carroll)

The 2024-25 employee compensation and salary schedules for Certificated and Classified Management and Confidential employees are being presented to the board for review and approval. This item assures a formal record of the board's approval of the established compensation schedules for the upcoming fiscal year. The compensation and salary schedules will become effective July 1, 2024.

FISCAL IMPACT:

The employee salary schedules will carry over from the 2023-24 compensation and salary schedules with no fiscal impact.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the 2024-25 Compensation/Salary Schedules, as presented.

ADDITIONAL MATERIALS:

Attached: [2024-25_Mngmt_Confidential_Compensation \(six pages\)](#)

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM 2024-25

(effective 07/01/2023)

4.00%

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Certificated Human Resources	222	\$ 149,579	\$ 163,035	\$ 177,711
Director, Enrichment & Specialized Programs				
Director, Pupil Services				
Director, School Performance & Student Outcomes				
Director, Special Education				
Director, Teaching & Learning				
Manager, Equity, Family & Community Engagement	222	\$ 128,524	\$ 140,085	\$ 152,694
Manager, Federal and State Grants				
Manager, Mathematics & Physical Education				
Manager, Special Education				
Manager, Special Programs				

Per Ed Code, 44931; whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

Stipend for Doctorate: An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree

Credit for Out of District Management Experience: Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

(effective 07/01/2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble: Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 approximately equal installments, with eleven (11) monthly installments and one (1) summer pay installment. The first installment will be paid on the last business day of August, and subsequent installments will be paid on the last business day of each month.

Implementation of Salary Schedule: Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual Salary</i>
Master Principal, Middle School/K-8	215	\$ 795.02	\$ 170,929
Master Principal, Elementary School	210	\$ 753.56	\$ 158,247
Master Assistant Principal, Middle School/K-8	210	\$ 687.78	\$ 144,434
Master Assistant Principal, Elementary School	205	\$ 687.78	\$ 140,996
Principal, Middle School/K-8	215	\$ 753.55	\$ 162,013
Principal, Elementary School	210	\$ 696.59	\$ 146,284
Assistant Principal, Middle School/K-8	210	\$ 672.22	\$ 141,165
Assistant Principal, Elementary School	205	\$ 672.22	\$ 137,804

Stipend for Doctorate: An annual stipend of \$1,000 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator: An annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests III, of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

Per Ed Code, 44931; whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

Credit for Out of District Management Experience: Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits. Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all Certificated Management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

Health and Welfare Benefits for Retirees: For any Certificated Manager employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Certificated Managers hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

Extended Sick Leave: During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate. An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Retirement Contribution Benefits: The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

OXNARD SCHOOL DISTRICT

CLASSIFIED MANAGEMENT SALARY SCHEDULE

2024-2025

(effective 07/01/2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

All employees have a common anniversary date of July 1 for the purposes of longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

Position	Work Year	Step 1	Step 2	Step 3
Chief Information Officer	12 Months	\$ 150,809	\$ 164,382	\$ 179,176
Director of Classified Human Resources Director of Fiscal Services	12 Months	\$ 145,282	\$ 158,358	\$ 172,610
Director of Facilities	12 Months	\$ 133,287	\$ 145,283	\$ 158,359
Director of Communication and Public Engagement	12 Months	\$ 121,170	\$ 132,075	\$ 143,962
MEP Maintenance & Energy Programs Manager	12 Months	\$ 120,645	\$ 131,503	\$ 143,338
Director of Purchasing Mental Health Manager	12 Months	\$ 114,311	\$ 124,599	\$ 135,813
Senior Manager, Maintenance & Operations	12 Months	\$ 110,211	\$ 120,130	\$ 130,941
Director of Child Nutrition Services	12 Months	\$ 108,205	\$ 117,944	\$ 128,559
Human Resources Manager Information Technology Manager Risk Manager	12 Months	\$ 107,717	\$ 117,411	\$ 127,978
Director of Transportation	12 Months	\$ 102,124	\$ 111,315	\$ 121,334
Accounting Manager/Internal Auditor Executive Assistant to the Superintendent Senior Human Resources Analyst Web Content Analyst	12 Months	\$ 91,518	\$ 99,754	\$ 108,732
Enrollment Center Manager	12 Months	\$ 87,921	\$ 95,834	\$ 104,459
Warehouse Manager	12 Months	\$ 80,759	\$ 88,027	\$ 95,949
Custodial Services Manager Grounds Manager Maintenance Manager	12 Months	\$ 79,117	\$ 86,238	\$ 93,999
Assistant Director of Child Nutrition Services	12 Months	\$ 76,187	\$ 83,044	\$ 90,517

Anniversary increments: Shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year:	\$ 1,880
9th Year:	\$ 3,760
12th Year:	\$ 5,640
15th Year:	\$ 7,519
18th Year:	\$ 9,400
21th Year:	\$ 11,279
24th Year:	\$ 13,159

**OXNARD SCHOOL DISTRICT
CLASSIFIED MANAGEMENT SALARY SCHEDULE
2024-2025**

Stipend for Doctorate: An annual stipend of \$1,000 shall be granted to management staff with an earned doctorate degree.

Travel Mileage Allowance: Classified management positions shall receive a yearly stipend of \$750 as a travel mileage allowance, which is provided as part of their duties for attending travel within the district boundaries.

Credit for Out of District Management Experience: Classified management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

When an employee is promoted to a position offering a higher annual salary maximum, the employee shall be placed on the salary step of that corresponds to a per diem rate increase. The Board of Trustees retains the authority to approve placement up to and including the third step based on acceptable and equivalent prior experience.

Vacation Days: Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days
Years 1-3	22
Years 4-7	23
Years 8-11	24
Years 12-15	25
Years 16+	26

Health and Welfare Benefits: Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all classified management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

Health and Welfare Benefits for Retirees: Classified Managers employed by the District before June 30, 2012, who retire at age 55 or older, shall have their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums covered by the District. Eligibility requires active enrollment in medical, dental, vision, and life insurance plans, along with a minimum of 15 years of service in the California Public School System, including the last eight consecutive years in the Oxnard School District. Throughout the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches age 69. **Classified Managers hired after July 1, 2012**, are not eligible for District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide Classified Management the benefits outlined in Section 414(h)(2) of the Internal Revenue Code regarding the tax treatment of employee retirement contributions made by the Oxnard School District. Details regarding this benefit are provided in Exhibits 7200(F) E and 7200(G) E.

Professional Organization Membership: Upon receipt of an annual written request and timely processing of membership by the employee, the District will cover the membership dues of Classified Managers for the Association of California School Administrators (ACSA) or any other appropriate professional organization approved by the Superintendent.

OXNARD SCHOOL DISTRICT
CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2024-25

Salary Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Assignment to Step and Anniversary Increments: Salary increments (steps) are applied annually on each employee's anniversary date until the maximum step within the assigned salary range is attained. All employees share a common anniversary date of July 1 for step movement and longevity increments. Employees hired on or before December 31 become eligible for an anniversary step increment the following July. Employees hired after December 31 become eligible for an anniversary step increment on the second July following their hire date.

<i>Position</i>	<i>Work year</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
Executive Assistant to the Asst. Superintendent of Human Resources						
Executive Assistant to the Asst Superintendent of Ed. Services	12 Months	\$ 67,477	\$ 70,851	\$ 74,393	\$ 78,113	\$ 82,019
Executive Assistant to the Asst. Superintendent of Business Services						
Human Resources Analyst						
Administrative Assistant to Director, Certificated Human Resources	12 months	\$ 59,735	\$ 62,722	\$ 65,858	\$ 69,151	\$ 72,609

Longevity: Monthly Increments in the amount of \$90 shall be added to the monthly compensation of all confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years. These increments are set at the annual values shown below.

- 6th Year: \$ 1,080
- 9th Year: \$ 2,160
- 12th Year: \$ 3,240
- 15th Year: \$ 4,320
- 18th Year: \$ 5,400
- 21th Year: \$ 6,480

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 monthly premium of \$373.

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 officially designated as bilingual by the governing board and for which there is no 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, 2023, the District will make an annual contribution of \$15,000 towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

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 Confidential employees employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Confidential Employees hired on or after July 1, 2012**, are not eligible for 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 4.0% retro 07/01/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section D: Action Items

Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

Certificated and Classified Management and Confidential Employees:

- 4% on-schedule salary increase, retroactive to July 1, 2023
- 2% one time, off-schedule salary payment

FISCAL IMPACT:

The total fiscal impact is \$965,255 and will be paid from a combination of General Fund Unrestricted, Supplemental & Concentration funds, and various Restricted Resources.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2023-24 compensation revisions, as detailed above.

ADDITIONAL MATERIALS:

Attached: [2023_24 Management and Confidential Compensation \(seven pages\)](#)

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM 2023-24

(effective 07/01/2023)

4.00%

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Certificated Human Resources	222	\$ 149,579	\$ 163,035	\$ 177,711
Director, Enrichment & Specialized Programs				
Director, Pupil Services				
Director, School Performance & Student Outcomes				
Director, Special Education				
Director, Teaching & Learning				
Manager, Equity, Family & Community Engagement	222	\$ 128,524	\$ 140,085	\$ 152,694
Manager, Federal and State Grants				
Manager, Mathematics & Physical Education				
Manager, Special Education				
Manager, Special Programs				
		\$ 578.94	\$ 631.01	\$ 687.81

Per Ed Code, 44931; whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
9th Year: \$	3,760
12th Year: \$	5,640
15th Year: \$	7,519
18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

Stipend for Doctorate: An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree

Credit for Out of District Management Experience: Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2023-24

(effective 07/01/2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble: Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 approximately equal installments, with eleven (11) monthly installments and one (1) summer pay installment. The first installment will be paid on the last business day of August, and subsequent installments will be paid on the last business day of each month.

Implementation of Salary Schedule: Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual Salary</i>
Master Principal, Middle School/K-8	215	\$ 795.02	\$ 170,929
Master Principal, Elementary School	210	\$ 753.56	\$ 158,247
Master Assistant Principal, Middle School/K-8	210	\$ 687.78	\$ 144,434
Master Assistant Principal, Elementary School	205	\$ 687.78	\$ 140,996
Principal, Middle School/K-8	215	\$ 753.55	\$ 162,013
Principal, Elementary School	210	\$ 696.59	\$ 146,284
Assistant Principal, Middle School/K-8	210	\$ 672.22	\$ 141,165
Assistant Principal, Elementary School	205	\$ 672.22	\$ 137,804

Stipend for Doctorate: An annual stipend of \$1,000 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator: An annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2023-24

Per Ed Code, 44931; whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,880
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18th Year: \$	9,400
21th Year: \$	11,279
24th Year: \$	13,159

Credit for Out of District Management Experience: Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits. Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all Certificated Management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

Health and Welfare Benefits for Retirees: For any Certificated Manager employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Certificated Managers hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

Extended Sick Leave: During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate. An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Retirement Contribution Benefits: The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

**OXNARD SCHOOL DISTRICT
CLASSIFIED MANAGEMENT SALARY SCHEDULE
2023-2024**

(effective 07/01/2023)

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Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

All employees have a common anniversary date of July 1 for the purposes of longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

<i>Position</i>	<i>Work Year</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	12 Months	\$ 150,809	\$ 164,382	\$ 179,176
Director of Classified Human Resources Director of Fiscal Services	12 Months	\$ 145,282	\$ 158,358	\$ 172,610
Director of Facilities	12 Months	\$ 133,287	\$ 145,283	\$ 158,359
Director of Communication and Public Engagement	12 Months	\$ 121,170	\$ 132,075	\$ 143,962
MEP Maintenance & Energy Programs Manager	12 Months	\$ 120,645	\$ 131,503	\$ 143,338
Director of Purchasing Mental Health Manager	12 Months	\$ 114,311	\$ 124,599	\$ 135,813
Senior Manager, Maintenance & Operations	12 Months	\$ 110,211	\$ 120,130	\$ 130,941
Director of Child Nutrition Services	12 Months	\$ 108,205	\$ 117,944	\$ 128,559
Human Resources Manager Information Technology Manager Risk Manager	12 Months	\$ 107,717	\$ 117,411	\$ 127,978
Director of Transportation	12 Months	\$ 102,124	\$ 111,315	\$ 121,334
Accounting Manager/Internal Auditor Executive Assistant to the Superintendent Senior Human Resources Analyst Web Content Analyst	12 Months	\$ 91,518	\$ 99,754	\$ 108,732
Enrollment Center Manager	12 Months	\$ 87,921	\$ 95,834	\$ 104,459
Warehouse Manager	12 Months	\$ 80,759	\$ 88,027	\$ 95,949
Custodial Services Manager Grounds Manager Maintenance Manager	12 Months	\$ 79,117	\$ 86,238	\$ 93,999
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Anniversary increments: Shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year:	\$ 1,880
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15th Year:	\$ 7,519
18th Year:	\$ 9,400
21th Year:	\$ 11,279
24th Year:	\$ 13,159

**OXNARD SCHOOL DISTRICT
CLASSIFIED MANAGEMENT SALARY SCHEDULE
2023-2024**

Stipend for Doctorate: An annual stipend of \$1,000 shall be granted to management staff with an earned doctorate degree.

Travel Mileage Allowance: Classified management positions shall receive a yearly stipend of \$750 as a travel mileage allowance, which is provided as part of their duties for attending travel within the district boundaries.

Credit for Out of District Management Experience: Classified management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

When an employee is promoted to a position offering a higher annual salary maximum, the employee shall be placed on the salary step of that corresponds to a per diem rate increase. The Board of Trustees retains the authority to approve placement up to and including the third step based on acceptable and equivalent prior experience.

Vacation Days: Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days
Years 1-3	22
Years 4-7	23
Years 8-11	24
Years 12-15	25
Years 16+	26

Health and Welfare Benefits: Effective October 1, 2023, the District will make an annual contribution of \$15,000 for all classified management towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

Health and Welfare Benefits for Retirees: Classified Managers employed by the District before June 30, 2012, who retire at age 55 or older, shall have their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums covered by the District. Eligibility requires active enrollment in medical, dental, vision, and life insurance plans, along with a minimum of 15 years of service in the California Public School System, including the last eight consecutive years in the Oxnard School District. Throughout the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches age 69. **Classified Managers hired after July 1, 2012**, are not eligible for District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide Classified Management the benefits outlined in Section 414(h)(2) of the Internal Revenue Code regarding the tax treatment of employee retirement contributions made by the Oxnard School District. Details regarding this benefit are provided in Exhibits 7200(F) E and 7200(G) E.

Professional Organization Membership: Upon receipt of an annual written request and timely processing of membership by the employee, the District will cover the membership dues of Classified Managers for the Association of California School Administrators (ACSA) or any other appropriate professional organization approved by the Superintendent.

OXNARD SCHOOL DISTRICT

CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

Salary Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Assignment to Step and Anniversary Increments: Annual salary increments (steps) are effective on each anniversary date until the maximum step is reached on the assigned salary range.

All employees have a common anniversary date of July 1 for purposes of step movement and longevity increments. Employees hired on or before December 31 are eligible to receive an anniversary step increment the following July. Employees hired after December 31 are eligible for an anniversary step increment the second July after their hire date.

STEPS						
Range	A	B	C	D	E	
1.0	\$ 3,624	\$ 3,806	\$ 3,996	\$ 4,196	\$ 4,405	
1.5	\$ 3,716	\$ 3,902	\$ 4,097	\$ 4,302	\$ 4,517	
2.0	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	
2.5	\$ 3,906	\$ 4,101	\$ 4,306	\$ 4,522	\$ 4,748	
3.0	\$ 4,000	\$ 4,200	\$ 4,410	\$ 4,630	\$ 4,862	
3.5	\$ 4,099	\$ 4,304	\$ 4,519	\$ 4,745	\$ 4,983	
4.0	\$ 4,204	\$ 4,414	\$ 4,634	\$ 4,866	\$ 5,110	
4.5	\$ 4,305	\$ 4,520	\$ 4,746	\$ 4,983	\$ 5,232	
5.0	\$ 4,406	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	
5.5	\$ 4,518	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492	
6.0	\$ 4,628	\$ 4,859	\$ 5,102	\$ 5,357	\$ 5,625	
6.5	\$ 4,747	\$ 4,984	\$ 5,233	\$ 5,495	\$ 5,770	
7.0	\$ 4,858	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905	
7.5	\$ 4,978	\$ 5,227	\$ 5,488	\$ 5,763	\$ 6,051	
8.0	\$ 5,103	\$ 5,358	\$ 5,626	\$ 5,907	\$ 6,203	
8.5	\$ 5,227	\$ 5,488	\$ 5,763	\$ 6,051	\$ 6,353	
9.0	\$ 5,359	\$ 5,627	\$ 5,908	\$ 6,203	\$ 6,514	
9.5	\$ 5,490	\$ 5,765	\$ 6,053	\$ 6,356	\$ 6,674	
10.0	\$ 5,623	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835	
10.5	\$ 5,768	\$ 6,056	\$ 6,359	\$ 6,677	\$ 7,011	
11.0	\$ 5,905	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178	
11.5	\$ 6,056	\$ 6,359	\$ 6,677	\$ 7,011	\$ 7,361	
12.0	\$ 6,202	\$ 6,512	\$ 6,838	\$ 7,180	\$ 7,539	
12.5	\$ 6,360	\$ 6,678	\$ 7,012	\$ 7,362	\$ 7,730	

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

Longevity: Monthly Increments in the amount of \$90 shall be added to the monthly compensation of all confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years. These increments are set at the annual values shown below.

6th Year: \$	1,080
9th Year: \$	2,160
12th Year: \$	3,240
15th Year: \$	4,320
18th Year: \$	5,400
21th Year: \$	6,480

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 monthly premium of \$373.

CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2023-24

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, 2023, the District will make an annual contribution of \$15,000 towards the premium for the following group health insurance programs:

- A. Medical
- B. Dental
- C. Vision
- D. Life

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 Confidential employees employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69.

Confidential Employees hired on or after July 1, 2012, are not eligible for 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 increase of a 4% retro to 7/1/2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to Serve as a 6-8 grade Resource Specialist Teacher at Kamala School for the 2024/2025 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to serve as a 6-8th grade Resource Specialist Teacher at Kamala School for the 2024/2025 school year until the employee receives a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 07, 2024

Agenda Section: Section D: Action Items

Approval of New Job Description: Teacher on Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support (Torres/Fox)

Presented for the Board's consideration is the Teacher on Special Assignment (TOSA): Expanded Learning Opportunities Program (ELOP) Support job description. The newly created job description will allow for support to the ELOP program's curriculum design and classroom support for staff supporting students in the after-school program. This position aligns with the strategic plan's goals for expanded learning (2.2.3) along with the Local Control and Accountability Plan (LCAP) goals (2.18 and 2.19).

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:

The salary of the proposed position will fall within the parameters of the most current OEA Salary Schedule (Credentialed Teachers), i.e. \$60,636 - \$131,818.00 annually, to be paid out of ELOP funds.

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: [ELOP TOSA Job Description 08.07.2024 \(three pages\)](#)
[2024-25 Salary Schedule OEA \(one page\)](#)



Title: Teacher On Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support

Position Summary: Under the supervision of the Assistant Superintendent of Educational Services or designee, the Expanded Learning Opportunities Program Teacher on Special Assignment (ELOP, TOSA) will support the development and implementation of the Expanded Learning Opportunities Program. The ELOP TOSA will collaborate with site administrators, teachers, and community partners to ensure the successful delivery of after-school, intersession, and summer learning programs. The ELOP TOSA will play a critical role in enhancing student learning opportunities and supporting their academic, social, and emotional development.

Essential Functions:

Work under the supervision of the Assistant Superintendent of Educational Services or designee. Duties shall include, but are not necessarily limited to the following:

1. Coach and mentor program staff and students during after-school hours, ensuring a safe and productive environment.
2. Provide training, support, and coaching (including modelling lessons) for program staff on classroom management, lesson planning/delivery, pedagogy, and alignment with academic goals.
3. Collaborate with program staff, administrators, and enrichment partners to develop and implement curriculum aligned with Common Core State Standards (CCSS) in literacy, math, English Language Development (ELD), and enrichment activities.
4. Assist in the planning, development, and implementation of ELOP activities and programs.
5. Design, develop, coordinate, and deliver professional development training on curriculum for staff focusing on research-based strategies to enhance student achievement.
6. Provide coaching and professional development to teachers and staff involved in ELOP.
7. Facilitate workshops and training sessions for staff on best practices in extended learning and enrichment.
8. Plan and participate in Family Nights, events, and liaison meetings to discuss program support and student progress.
9. Collect and analyze data related to student participation and program outcomes.
10. Prepare reports for district leadership and other stakeholders.
11. Assist with ASES Grant and ELOP requirements, including reporting to Site Principals, Manager of Special Programs and Services, and Director of Enrichment and Specialized Programs.



Title: Teacher On Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support

12. Perform other duties as assigned by the Assistant Superintendent of Educational Services or designee.

Required Knowledge, Skills & Abilities:

1. Strong commitment to student achievement and expanded learning opportunities.
2. Knowledge of curriculum, instruction, assessment, and enrichment program development.
3. Excellent relationship-building and management skills.
4. Strong problem-solving and consensus-building abilities.
5. Excellent communication, presentation, and interpersonal skills.
6. Strong organizational, time management, and follow-up skills

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

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 Credentialed Teachers

Board approved: August 07, 2024

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the Assistant Superintendent of Educational Services or designee in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.



Title: Teacher On Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support

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.



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

2024-25 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Non- Credentialed/Intern + Bachelor's Degree	Class B Non- Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 60,636	\$ 60,636	\$ 64,954	\$ 65,863	\$ 69,386	\$ 72,895
Step 2	\$ 58,304	\$ 61,281	\$ 64,954	\$ 68,630	\$ 72,291	\$ 75,963
Step 3	\$ 58,304	\$ 63,866	\$ 67,679	\$ 71,508	\$ 75,328	\$ 79,150
Step 4	\$ 60,157	\$ 66,545	\$ 70,516	\$ 74,504	\$ 78,489	\$ 82,481
Step 5	\$ 62,673	\$ 69,338	\$ 73,488	\$ 77,639	\$ 81,793	\$ 85,939
Step 6	\$ 65,314	\$ 72,248	\$ 76,568	\$ 80,894	\$ 85,221	\$ 89,554
Step 7	\$ 68,059	\$ 75,278	\$ 79,780	\$ 84,297	\$ 88,815	\$ 93,312
Step 8	\$ 70,917	\$ 78,447	\$ 83,133	\$ 87,839	\$ 92,535	\$ 97,233
Step 9	\$ 73,889	\$ 81,747	\$ 86,625	\$ 91,529	\$ 96,417	\$ 101,314
Step 10	\$ 76,995	\$ 85,161	\$ 90,262	\$ 95,374	\$ 100,466	\$ 105,567
Step 11	\$ 80,233	\$ 88,744	\$ 94,044	\$ 99,380	\$ 104,685	\$ 110,007
Step 12	\$ 83,606	\$ 92,470	\$ 97,999	\$ 103,551	\$ 109,082	\$ 114,625
12 yrs**	\$ 85,487	\$ 94,550	\$ 100,204	\$ 105,881	\$ 111,537	\$ 117,204
15 yrs**	\$ 87,368	\$ 96,631	\$ 102,409	\$ 108,211	\$ 113,991	\$ 119,783
18 yrs**	\$ 88,622	\$ 98,018	\$ 103,879	\$ 109,764	\$ 115,627	\$ 121,502
21 yrs**	\$ 89,876	\$ 99,405	\$ 105,349	\$ 111,317	\$ 117,264	\$ 123,221
24 yrs**	\$ 91,131	\$ 100,792	\$ 106,819	\$ 112,870	\$ 118,900	\$ 124,941
27 yrs**	\$ 92,385	\$ 102,179	\$ 108,289	\$ 114,424	\$ 120,536	\$ 126,660
30 yrs**	\$ 93,639	\$ 103,566	\$ 109,759	\$ 115,977	\$ 122,172	\$ 128,380
33 yrs**	\$ 94,893	\$ 104,953	\$ 111,229	\$ 117,530	\$ 123,809	\$ 130,099
36 yrs***	\$ 96,147	\$ 106,340	\$ 112,699	\$ 119,083	\$ 125,445	\$ 131,818

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

DEGREE INCREMENTS in the amount of \$400 (as a stipend) shall be added to the scheduled salary above for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

EDUCATION CODE 44931-Whenever any certificated employee of any school district who, at the time of his or her resignation, was classified as permanent, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all of the rights, benefits and burdens of, a permanent employee, except as otherwise provided in this code. However, time spent in active military service, as defined in Section 44800, subsequent to the last day of paid service shall not count as part of the aforesaid 39-month period

****ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15th year-4.50% , 18th year-6.00%, 21^s year-7.50%, 24th year-9.00%, 27th year-10.50%, 30th year- 12.00%, and 33rd year-13.50%. Years of service must be in the Oxnard School District.

*****ANNIVERSARY INCREMENT at the beginning of the 36th year** shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

Pending Board Approval 4-17-24

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 2024

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- May 15, 2024 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes May 15 2024 Regular Meeting \(15 pages\)](#)

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

MINUTES REGULAR BOARD MEETING Wednesday, May 15, 2024

5:00 PM - Open Meeting

5:30 PM - Study Session

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

May 15, 2024

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Administrative Assistant Monica Noriega.

A.2. Pledge of Allegiance to the Flag

Isaac Cortez, 5th grade student in Ms. Laraia's class at Marina West School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Joelle Madrigal, 5th grade student in Ms. Laraia's class at Marina West School, read the district's Mission and Vision Statement in English. Valentina Cordoba, 4th grade student in Ms. Rosas's class at Marina West School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Marina West School

Elva Gonzales-Nares, Principal, provided a presentation about Marina West School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following change:

Item C.5. – Personnel Actions (Torres Fuentes) - a correction needs to be made to the name of a Certificated Retiree on Page 124; it should be changed from Antonia Sandoval to Antonio Sandoval.

Motion #23-161 Adoption of Agenda as Amended

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.6. Recognition of OSD School Site Spanish Spelling Bee Winners and Participants in the 7th Annual Ventura County Spanish Spelling Bee (Fox)

The Board of Trustees recognized the following OSD School Site Spanish Spelling Bee Winners and Participants in the 7th Annual Ventura County Spanish Spelling Bee, held on Saturday, May 4, 2024 at Rio Vista Middle School.

Name	Grade	School
Karla Maldonado	5	Chavez
Heidi Piña Chavez	8	Curren
Nelly Perez	5	Elm
Zoe Dominguez	4	Kamala
Lucina Solano	4	Ramona

A.7. Study Session - Mathematics Overview (Fox/Haber)

Matt Haber, Mathematics Manager, presented an overview of mathematics activities in the district during the 2023-24 school year.

A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.9. Closed Session

The Board of Trustees convened to closed session at 5:58 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
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 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

- Special Education Managers
- Principals
- Assistant Principals

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

A.10. Reconvene to Open Session (7:00 PM)

The board reconvened to open session at 7:05 p.m.

A.11. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-162 Appointment of Carlos Valdovinos as Principal

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-163 Appointment of Maria Baro as Principal

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-164 Appointment of Leticia Batista as Assistant Principal

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-165 Appointment of Jordan Rouss as Assistant Principal

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

Motion #23-166 Appointment of Jamie Scharich as Assistant Principal

Mover: Brian Melanephy

Second: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-167 Appointment of Brandon Arevalo as Special Education Manager

Mover: Rose Gonzales

Second: Brian Melanephy

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.12 Adoption and Presentation of Resolution #23-23 National Speech-Language-Hearing Month, May 2024 (DeGenna/Jefferson)

The Board of Trustees adopted and presented Resolution #23-23 in recognition of National Speech-Language-Hearing Month, May 2024.

Motion #23-168 Adoption of Resolution #23-23 in Recognition of National Speech-Language-Hearing Month, May 2024

Mover: MaryAnn Rodriguez

Second: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.13. Adoption of Resolution #23-24 in Recognition of "Classified School Employee Week 2024" (DeGenna)

The Board of Trustees adopted Resolution #23-24 in recognition of "Classified School Employee Week 2024".

Motion #23-169 Adoption of Resolution #23-24 in Recognition of "Classified School Employee Week 2024"

Mover: Brian Melanephy

Second: Rose Gonzales

Moved To: Adopt

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

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez
Motion Result: Passed

A.14. Citizens Bond Oversight Committee Annual Report (Mitchell)

Lisa Latimer, member of the Citizens Bond Oversight Committee, presented the Committee's seventh annual report to the Board of Trustees as per Proposition 39 requirements.

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

B.2. Conduct Public Hearing - Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, conducted a public hearing relative to Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project. Resolution #23-22 will be presented for the Board's consideration during the Action section of the meeting.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #23-170 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

May 15, 2024

- C.1. Setting of Date for Public Hearing-Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)**
As presented.
- C.2. Enrollment Report (Mitchell)**
As presented.
- C.3. Purchase Order/Draft Payment Report #23-10 (Mitchell /Franz)**
As presented.
- C.4. Setting of Date for Public Hearing – Oxnard School District 2024-2025 Proposed Budget (Mitchell//Núñez)**
As presented.
- C.5. Personnel Actions (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.6. Approval of Amendment #001 to Agreement #23-188 with MNS Engineers, Inc. to Provide additional Professional Services for the Fremont Middle School Reconstruction (Mitchell/Miller/CFW)**
For additional Survey Services for the Fremont Middle School Reconstruction Project, May 16, 2024 through June 30, 2024, in the amount of \$34,330.00, to be paid out of Master Construct and Implementation Funds.
- C.7. Approval of Agreement #23-294 – Josie V. Ramirez (Fox/Ruvalcaba)**
To provide Polynesian dance performances for the Asian American and Pacific Islander Heritage Celebration at Brekke School on May 21, 2024 and for the All Advisory Groups convening at Frank Academy on May 28, 2024, in the amount of \$1,525.00, to be paid out of Supplemental Concentration Funds.
- C.8. Approval of Agreement #23-297, Art of Legohn, LLC (Fox/Ruvalcaba)**
To perform a dance and drum presentation for the opening of OSD’s All Advisory Groups Convening at Frank Academy on May 28, 2024, in the amount of \$260.00, to be paid out of Supplemental Concentration Funds.
- C.9. Approval of Agreement #23-298 – Mindset Academy by SWEAT III (Fox/Fernandez)**
To facilitate enrichment programs, camp workshops, and provide tools for Elm students and parents on May 30th, June 5th, and June 6th, 2024, in the total amount of \$11,200.00; parent portion to be paid out of Title III (\$1,200.00), student portion to be paid out of Title I (\$10,000.00).

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

C.10. Approval of Agreement #23-299 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

To perform three (3) traditional Mexican dance programs at the All-Advisory Groups Convening at Frank Academy on May 28, 2024, in the amount of \$300.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #24-04 – Safe & Civil Schools (Fox/Nocero)

To provide Foundations training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased attendance rates, July 1, 2024 through June 30, 2025, in the amount of \$133,200.00, to be paid out of the General Fund.

C.12. Approval of Agreement #24-05 – Biometrics4ALL, Inc. (Torres)

To provide an electronic fingerprinting system for the purpose of transmitting non-criminal justice requests for Criminal Offender Records Information (CORI) to the Cal-DOJ and other entities, July 1, 2024 – June 30, 2027, in the amount of \$18,000.00, to be paid out of the General Fund.

C.13. Approval of Agreement #24-06 – PowerSchool Group, LLC (Mitchell)

To provide professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning, and school configuration planning, July 1, 2024 through June 30, 2025, in the amount of \$25,748.53, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.14. Ratification of Allocations of Contract Contingency #14 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

For draws from the various funds that were set up within the GMP according to contract documents. This contingency fund began with a fund balance of \$897,375.00. There have been allocations totaling \$662,668.66, leaving a fund balance of \$234,706.34.

C.15. Ratification of Amendment #1 to Agreement #23-137, STAR of CA, ERA Ed (DeGenna/Jefferson)

To increase the total allocated amount for classroom support and 1:1 behavioral therapists for identified special education and general education students during fiscal year 2023/2024, in the amount of \$1,200,00.00, to be paid out of Special Education Funds.

C.16. Ratification of Amendment #1 to Agreement #23-138 – Every Special Child, LLC

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

(DeGenna/Jefferson)

To continue providing supplemental staffing to the Special Education Department through the end of fiscal year 2023-2024, in the amount of \$750,00.00, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #23-283 – History Brought to Life (Fox/Ragan)

For providing an assembly on the History of California, April 25, 2024, in the amount of \$830.00, to be paid out of Donation Funds.

C.18. Ratification of Agreement #23-300 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (JB081313) (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for Student #JB081313 during the 2023-2024 school year, including Extended School Year, in the amount of \$34,350.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project. A public hearing regarding Resolution No. 23-22 was conducted earlier in the meeting.

Motion #23-171 Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.2. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023 (Mitchell/Núñez)

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

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's acceptance of the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report for the fiscal year ending June 30, 2023.

Motion #23-172 Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Accept

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.3. Approval of the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: “OSD Creates” Contracting Out and #24-11 re: Campus Assistant Increase in Hours (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: "OSD Creates" Contracting Out and #24-11 re: Campus Assistant Increase in Hours.

Motion #23-173 Approval of the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: “OSD Creates” Contracting Out and #24-11 re: Campus Assistant Increase in Hours Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.4. Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #24-07, (MOU) re: One-Time Retirement Incentive for the 2024-25 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #24-07, (MOU) re: One-Time Retirement Incentive for the 2024-25 School Year.

Motion #23-174 Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #24-07, (MOU) re: One-Time

Retirement Incentive for the 2024-25 School Year

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.5. Approval of New Classification and Job Functions for Information Technology Manager (Torres/Fuentes)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the New Classification and Job Functions for Information Technology Manager, at a recommended annual salary range of \$103,578.00 to \$123, 506.00 on the Management Salary Schedule, to be paid out of the General Fund.

Motion #23-175 Approval of New Classification and Job Functions for Information Technology Manager

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the May 1, 2024 Regular Meeting, as presented.

Motion #23-176 Approval of Minutes – May 1, 2024 Regular Meeting

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of BP/AR 3550 Food Service/Child Nutrition Program (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to

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

BP/AR 3550 Food Service/Child Nutrition Program for Second Reading and Adoption.

Motion #23-177 Second Reading and Adoption of BP/AR 3550 Food Service/Child Nutrition Program

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

F.2. Second Reading and Adoption of BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BP/AR 3550 Food Service/Child Nutrition Program for Second Reading and Adoption.

Motion #23-178 Second Reading and Adoption of BP/AR 3551 Food Service Operations/Cafeteria Fund

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

F.3. Second Reading and Adoption of BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BP/AR 3553 Free and Reduced Price Meals for Second Reading and Adoption.

Motion #23-179 Second Reading and Adoption of BP/AR 3553 Free and Reduced Price Meals

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

F.4. Second Reading and Adoption: BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented revisions to BP 4119.22/4219.22/4319.22 Dress and Grooming for Second Reading and Adoption.

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

Motion #23-180 Second Reading and Adoption of BP 4119.22/4219.22/4319.22 Dress and Grooming

Mover: Rose Gonzales

Second: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna

- Superintendent Fellows Visit with County Superintendent
- Teacher Appreciation
- Smoke Incident at Soria
- Smoke Incident at Fremont
- Save the Date - OSD Creates!
- Pathway to Biliteracy Gala
- Upcoming Events
- ACE Classified Employee Event

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

MaryAnn Rodriguez

- attended Noche Latina at Harrington and Cinco de Mayo event at Kamala - enjoyed student performances
- attended Kiwanis Track Meet
- attended Oxnard High School Cheer Banquet - enjoyed seeing past Soria cheerleaders

Monica Madrigal Lopez

- thank you to everyone that presented today and for all the hard work to ensure that students were recognized

Brian Melanephy

- proud to see the attention to mental health in the district
- wore special shirt in honor of AAPI Heritage Month, his wife and two daughters who are Indonesian Americans
- appreciates teachers

Rose Gonzales

- thank you to Marina West, Principal, staff and parents

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

- attended Noche Mexicana at Harrington and Cinco de Mayo event at Kamala
- attended McKinna's staff welcome and teacher appreciation event
- attended Kiwanis Track Meet - shout out to the Cordes family for their volunteer work
- shout out to all staff members that are concluding testing this week

Veronica Robles-Solis

- congratulations to McKinna 3rd grade student Citlali - 3rd place winner in 3rd-5th grade category for the City of Oxnard 2023 WaterWise contest
- attended Kiwanis Track Meet - thank you to all coaches for volunteering and to Kiwanis for organizing the event every year
- attended Noche Latina event at Harrington and Cinco de Mayo event at
- Kamala thank you to the Marina West Sharks for presentation

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:14 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and

Secretary to the Board of Trustees

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

May 15, 2024

By our signature below, given on this 7th day of August, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 15, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
May 15, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 07, 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: August 07, 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: August 07, 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, August 2, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A