

# 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, September 4, 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](https://osdtv.oxnardsd.org)

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

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

September 4, 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**

Amanda Kemp, Principal, Soria School, will introduce Santiago Rodriguez, 1st grade student in Ms. Cortez's class at Soria, 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 Shayne Casillas, 3rd grade student in Mr. Ramirez's class at Soria School, and in Spanish by Eliana Barrett, 3rd grade student in Mr. Ramirez's class at Soria School. The Soria Mission and Vision Statement will be read by Leilani Torres, 7th grade student in Mr. Hess's class at Soria School and by Elvis Rivas, 4th grade student in Ms. Mead's class at Soria School.

**A.4. Presentation by Soria School**

Amanda Kemp, Principal, Soria School, will provide a short presentation to the Board regarding Soria. 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 #2024060245

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

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

**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.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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

**B.2. Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District’s (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2024-2025 school year and any additional years as may be mutually agreed upon by the parties. It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into

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

contract negotiations with OEA for the 2024-2025 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

### **Section C: CONSENT AGENDA**

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the 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. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Brenda Aparicio and Alexander Ford, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$3,000.00, to be paid from OSSA Funds.

#### **C.2. Setting of Date for Public Hearing - Appointment of Personnel Commissioner (DeGenna/Torres/Fuentes)**

It is the recommendation of the Superintendent, the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees set the date of October 16, 2024 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

#### **C.3. Personnel Actions (Torres/Fuentes)**

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

#### **C.4. Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)**

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

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, increase of hours and abolishment of positions, as presented.

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

It is recommended that the Board approve the following agreements:

#### **C.5. Approval of Agreement #24-107 – Big Brothers Big Sisters of Ventura County (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-107 with Big Brothers Big Sisters of Ventura County, to provide focused support and mentorship to students dealing with truancy issues, September 5, 2024 – June 30, 2025, in the amount of \$60,000.00, to be paid from California Learning Communities for School Success Program (LCSSP) Funds.

#### **C.6. Approval of Agreement #24-108 – Center for Safe & Resilient Schools and Workplaces (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-108 with Center for Safe & Resilient Schools and Workplaces, to provide in-person and online training for the Mental Health Clinician team that covers Cognitive Behavioral Intervention for Trauma in Schools, the Racial Trauma Module, and the Bounce Back intervention program, September 25, 2024 through June 30, 2025, in the amount not to exceed \$49,100.00, to be paid out of Mental Health Service Professional Demonstration Grant (MHSPD) Funds.

#### **C.7. Approval of Agreement #24-110 – Conflict Resolution Institute (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-110 with Conflict Resolution Institute, to provide the district with mediation and conflict resolution services, September 5, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of the General Fund.

### **Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

#### **C.8. Ratification of Amendment #2 to Agreement #23-01 - Ventura County Office of Education SELPA (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-01 with Ventura County Office of Education/SELPA, to close out Orientation and Mobility specialist services for identified special education and general education students for the 2023-2024 fiscal year, in the amount of \$5,437.50, to be paid out of Special Education Funds.

#### **C.9. Ratification of Amendment #2 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-02 with Ventura County Office of Education/SELPA, to close out Physical Therapy Specialist services for the 2023-2024 fiscal year, in the amount of \$19,572.00, to be paid out of Special Education Funds.

#### **C.10. Ratification of Agreement #24-109 - Ventura County Office of Education, Special**

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

**Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-109 with the Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP’s) for students JM111710, EG061410, JM111710, MA102113, BA072912, AP092219, AC080310, LJ071616, VC120515, JB080313, MP111618, JJ122309, JV120313, SR112811, IH081410, JJ122309, AB050912 and EA061212 during the 2023-2024 and 2024-2025 school years, including Extended School Year, in the amount of \$692,700.00, 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 Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Brihana Romero 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 a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Brihana Romero to serve as a Dual Language Instruction (DLI) teacher for the 2024-2025 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Approval of Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section F: BOARD POLICIES**

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

**F.1. Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)**

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

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve and adopt the revision to Board Policy E 9270, as presented at Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

## **Section G: CONCLUSION**

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

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

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

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

### **G.3. ADJOURNMENT**

Moved:

Seconded:

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 30, 2024.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section A: Preliminary

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

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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:** September 04, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session**

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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 #2024060245
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
    - District Superintendent

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section A: Preliminary

**Reconvene to Open Session (7:00 PM)**

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Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section A: Preliminary

### **Report Out of Closed Session**

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section B: Hearing

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section B: Hearing

**Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

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In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2024-2025 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, the District and OEA submit their intent to hold this Public Hearing before the parties meet to negotiate the following items:

<b>ARTICLE NO.</b>	<b>DESCRIPTION</b>
Article VII:	Transfers & Reassignments
Article IX:	Evaluation
Article XIII:	Calendar
Article XIX:	Salaries
Article XX:	Employee Benefits
Article XXVIII:	Term
Article XXXII:	Special Education

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Following this Public Hearing, it is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations with OEA for the 2024-2025 school year and any additional years, as may be mutually agreed upon by the parties.

**ADDITIONAL MATERIALS:**

- Attached:** [OSD-OEA sunshine letter to Board- 24-25 \(two pages\)](#)
- [Districts OEA sunshine articles list 2024-25 \(one page\)](#)
- [OEA Sunshine Articles for 2024-25 negotiations \(two pages\)](#)



# Oxnard School District

1051 South "A" Street • Oxnard, CA 93030 805/385-1501 Fax 805/385-1522

August 19, 2024

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

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

Dear President Robles-Solis,

In accordance with Article XVIII, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2024-25 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OEA continuing the use of the Traditional Bargaining method during negotiations to address issues that arise by either party. The District negotiating team will include:

Ms. Bertha Anguiano, Principal Representative  
Dr. Scott Carroll, Director, Certificated Human Resources  
Dr. Aracely Fox, Assistant Superintendent, Educational Services  
Ms. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services  
Patty Nuñez, Director of Fiscal Services  
Dr. Natalia Torres, Assistant Superintendent, Human Resources

The District is requesting to negotiate Article IX: Evaluation, Article XXXII: Special Education, and mutually agreed to open Article VII: Transfers and Reassignments. Per OSD-OEA Collective Bargaining Agreement, the following articles shall be reopened for negotiations: Article XIX: Salaries, Article XX: Employee Benefits, Article XIII: Calendar, and Article XXVIII: Term of Agreement and any other issues mutually agreed upon the parties at the time of negotiations.

Pursuant to Article XXVIII, Term of Agreement, the current OEA collective bargaining is in effect until June 30, 2025 and from year-to-year thereafter, unless either party submits a request to the other to terminate, modify, or amend the agreement. If either party wishes to negotiate changes to this Agreement, it shall submit its request and initial proposal to either party, no later than November 1st of each year.

Pursuant to the provisions of Government Code Section 3547, the District is submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA and continuing the use of a Traditional Bargaining approach to discuss these articles.

The public hearing and consideration of OEA's and the District's initial proposals is scheduled for the September 04, 2024 Board Meeting.

Sincerely



**Dr. Natalia Torres**

Assistant Superintendent  
Human Resources

cc: Dr. Anabolena DeGenna, Superintendent  
Dr. Scott Carroll, Director, Certificated Human Resources  
Ms. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services  
Ms. Stacie Thurman, Oxnard Educators Association, President



# OXNARD SCHOOL DISTRICT

1051 South A Street, Oxnard, California / 805-385.1501 / www.oxnardsd.org

## INITIAL COLLECTIVE BARGAINING PROPOSAL FROM THE OXNARD SCHOOL DISTRICT TO THE OXNARD EDUCATORS ASSOCIATION (OEA) FOR A TERM COMMENCING IN THE **2024-2025 SCHOOL YEAR**

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the “District”) and the Oxnard Educators Association (the “Association”), the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing on July 1, 2024, as follows:

### ARTICLE VII: TRANSFERS AND REASSIGNMENTS

- The District and the Association mutually seek to enter into discussions related to transfers and reassignments.

### ARTICLE IX: EVALUATION

- The District seeks to enter into discussions related to evaluation; and

### ARTICLE XXXII: SPECIAL EDUCATION

- The District seeks to enter into discussions related to the new Special Education article.

Per the current bargaining agreement between the District and the Association, the following articles shall be reopened for negotiations:

- ARTICLE XIII: CALENDAR
- ARTICLE XIX: SALARIES
- ARTICLE XX: EMPLOYEE BENEFITS
- ARTICLE XXVIII: TERM OF AGREEMENT

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

August 28, 2024

Dr. Ana DeGenna, Interim Superintendent  
Oxnard Elementary School District  
1051 South "A" Street  
Oxnard CA 93030

Dear Superintendent DeGenna,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2024– 2025 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Claudia Andrade, Bargaining Chair  
Oxnard Educators Association

Enclosure:

cc: Dr. Natalia Torres, Asst. Superintendent Human Resources  
Human Resources and Support Services  
Wes Davis, CTA Uniserv Staff  
Stacie Thurman, OEA President

OXNARD EDUCATORS ASSOCIATION  
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING  
AGREEMENT 2024-2025

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article XIII: Calendar (mutual)
2. Article XIX: Salaries (mutual)
3. Article XX: Employee Benefits (mutual)
4. Article XXXII: Special Education
5. Article XXVII: Term

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

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

### **Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

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The Board's approval is requested for Brenda Aparicio and Alexander Ford, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA. Participants will attend professional development seminars and receive information relative to research relevant to the field of Speech-Language Pathology.

#### **FISCAL IMPACT:**

Not to exceed \$3,000.00 for registration, travel, meals and lodging, to be paid from OSSA Funds (\$1,500.00 per attendee).

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Brenda Aparicio and Alexander Ford, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [ASHA Conference Information \(1 page\)](#)



## About the ASHA Convention

The annual ASHA Convention is the premier professional development and networking event for speech-language pathologists; audiologists; speech, language, and hearing scientists; assistants; and students. It offers a robust in-person education program with supplemental virtual content.

## Dates and Location

The 2024 ASHA Convention will be held December 5–7, 2024 at the [Seattle Convention Center in Seattle, Washington](#). The Seattle Convention Center is comprised of two buildings and ASHA will be using both:

- The Arch building is at 705 Pike Street.  
The main pedestrian entrance to Arch is on the corner of 7th Avenue and Pike Street, and the Arch drop-off points are 725 Pike (private/rideshare) and 800 Convention Place (bus).
- The Summit building is at 900 Pine Street, just over a block away from Arch.  
The main pedestrian entrance is on the corner of 9th Avenue and Pine Street, and the drop-off location is on 9th Avenue between Pine Street and Olive Way (private/rideshare and bus).

Some activities will also be held at our Co-Leadership hotels:

- Hyatt Regency Seattle, 808 Howell Street
- Sheraton Grand Seattle, 1400 Sixth Avenue

These facilities are not connected, but we will have plenty of guidance on hand to help you get to where you need to go. If you have a mobility challenge, [scooter and wheelchair rentals are available through Scootaround](#) to help you get around at the ASHA Convention.

## News and Announcements

Read about [important updates and other news](#) about the ASHA Convention.

## Why Attend the ASHA Convention?

The ASHA Convention is the most comprehensive education event in the world for speech, language, and hearing professionals. Our event provides attendees with a once-a-year opportunity to learn about the latest research, expand clinical skills and techniques, find new products and resources, and network with colleagues while earning [continuing education credit](#).

## Get Your Employer's Support

Gain support to attend the ASHA Convention from your employer [with our new toolkit](#).

## Schedule

The [Schedule at a Glance](#) provides an overview of each day's events.

## Program

The ASHA Convention [education program](#) covers [32 topic areas](#) related to the professions and offers thousands of sessions—[oral seminars](#), [technical sessions](#), [technical demos](#), [poster presentations and short courses](#)—for [ASHA Continuing Education Credit or professional development hours](#).

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

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

### **Setting of Date for Public Hearing - Appointment of Personnel Commissioner, Ernest Morrison (DeGenna/Torres/Fuentes)**

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It is appropriate that the Board set the date of October 16, 2024 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent, the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees set the date of October 16, 2024 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Public Hearing Notice \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

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

## PUBLIC NOTICE

### Oxnard School District Appointment of Personnel Commissioner

PLEASE TAKE NOTICE the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on October 16, 2024 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the Public Hearing will be to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees will consider Ernest Morrison's appointment to the Personnel Commission.

*Information concerning this matter is available from the Director of Classified Human Resources at (805) 385-1501, ext. 2072.*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

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

### **Personnel Actions (Torres/Fuentes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Personnel Actions 09.04.24 \(3 pgs\).pdf](#)

[Certificated Action Item 09.04.24 \(1 pg\).pdf](#)

**New Hires**

Bañuelos, Vanessa M	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Contreras, Maritssa	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Davila, Leilani N	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Davis, Marietha A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Diaz, Daniel	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Egbert, Isabelle N	Paraeducator - Special Education, 5.75 hrs./183 days	08/01/2024
Enriquez, Sebrina N	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Garcia, Lilianna R	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Gonzalez, Pilar	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Guevara, Rebeckah C	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Homokay, Rebekah J	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Leyva, Aarely T	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Lopez, Carolina M	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Lopez, Monserrat L	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Mateo, Gladys	Paraeducator - Special Education, 8 hrs./183 days	08/01/2024
Navarro, Imelda	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Parrett, Catilin N	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Peralta, Carla	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Prado, Ricardo	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Olvera, Mario A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Rea Vazquez, Jessica	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Renteria, Kenia A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Rivera, Roxana	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Rocha, Fernando	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Rodriguez, Ana Sofia	District Translator, 8 hrs./246 days	08/07/2024
Rodriguez, Elizabeth	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Uriarte Perez, Melissa S	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Valeriano, Miguel A	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Vasquez, Brianna	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Velasco, Maria G	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024
Villaseñor, Jennifer	Paraeducator - Special Education, 5.75 hrs./183 days	08/14/2024

**Limited Term/Substitutes**

Barajas, Samantha	Paraeducator (Substitute)	08/01/2024
Davila, Leilani N	Paraeducator (Substitute)	08/01/2024
Davis, Owen N	Paraeducator (Substitute)	08/01/2024
Garcia, Lilianna R	Paraeducator (Substitute)	08/01/2024
Guevara, Rebeckah C	Paraeducator (Substitute)	08/01/2024
Homokay, Rebekah J	Paraeducator (Substitute)	08/01/2024
Leyva, Aarely T	Paraeducator (Substitute)	08/01/2024
Lopez, Carolina M	Paraeducator (Substitute)	08/01/2024
Lozano Aileen G	Paraeducator (Substitute)	08/01/2024
Martinez, Joann E	Child Nutrition Worker (Substitute)	08/15/2024
Mateo, Gladys	Paraeducator (Substitute)	08/01/2024
Nakamura, Erika	Campus Assistant (Substitute)	08/15/2024

**Limited Term/Substitutes (cont.)**

Osuna, Samuel	Paraeducator (Substitute)	08/01/2024
Peralta, Carla	Paraeducator (Substitute)	08/01/2024
Prado, Ricardo D	Paraeducator (Substitute)	08/01/2024
Rangel, Crystal	Paraeducator (Substitute)	08/01/2024
Rangel, Serena R	Paraeducator (Substitute)	08/01/2024
Reza, Emily A	Campus Assistant (Substitute)	08/15/2024

**Promotions**

Cortez, Alejandro G	Paraeducator Special Education, 8 hrs./183 days Paraeducator III, 5.75 hrs./183 days	08/14/2024
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**Increase in Hours**

Albert, Ann M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Alcala, Martha	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Alonso, Isabel	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Arroyo, Maria G	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ayala, Lisa R	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Banderas, Maria D	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Bañuelos, Jose	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Barajas, Silvia	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Barboza, Erica	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Barnett, Robert I	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Batra, Ashish	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Bedolla, Ana L	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Boyzo, Gabriel P	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Brown, Candice C	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Camarillo, Blanca M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Campbell, Rita	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Cano Moya, Maribel G	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Cardona, Alexander	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Castro, Teresa T	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Cervates, Rosa G	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Cordova, Lourdes	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Cruz, Reina M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Davis, Marie G	Campus Assistant, 5.75 hrs./180 days	07/01/2024
De Santiago, Gloria	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Esparza, Lucia M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Estrada, Maria	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Flores, Anna M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Flores, Javier S	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Garcia, Alondra K	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Guerrero, Monique D	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Gutierrez, Martha R	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Hernandez, Elizabeth M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Lopez, Esmeralda	Campus Assistant, 5.75 hrs./180 days	07/01/2024

**Increase in Hours (cont.)**

Lopez, Micaela	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Madrigal, Alejandra J	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ocampo, Alex	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Orozco Ambriz, Marisol	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Orozco, Dalila	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ortiz, Bryana N	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ortiz, Jennifer R	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Perez Guzman, Patricia	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ramirez, America	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Ramirez, Marlene H	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Rodriguez, Bertha	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Rodriguez, Christine L	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Rodriguez, Julien J	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Romero, Sandra E	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Salas Aguilar, Maria	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Sanchez Ochoa, Teresa	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Serratos, Maria M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Sherman, Rosaline	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Shell, Eva M	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Topete, Arminda	Campus Assistant, 5.75 hrs./180 days	07/01/2024
Villa, Alejandra	Campus Assistant, 5.75 hrs./180 days	07/01/2024

**Probation Releases**

12177	Custodian, 8hrs./246 days	08/15/2024
12628	After School Program Coordinator, 8 hrs./246 days	08/13/2024
12697	Custodian, 8hrs./246 days	08/15/2024

**Resignations**

Abarca, Celeste S	Paraeducator General Education, 8 hrs./183 days	08/09/2024
Arroyo, Jennifer	Paraeducator Special Education, 5.75 hrs./183 days	08/13/2024
Casillas, Jessica	Office Assistant II, 8 hrs./203 days	08/04/2024
Contreras, Jr., Manuel	Paraeducator Special Education, 5.75 hrs./183 days	08/13/2024
Cortez, Daniel E	Paraeducator General Education, 8 hrs./183 days	08/05/2024
Espinoza, Ayanna	Paraeducator Special Education, 5.75 hrs./183 days	08/13/2024
Hernandez Zamora, Joel A	Paraeducator Special Education, 5.75 hrs./183 days	07/31/2024
Hurd, Brandy M	Paraeducator Special Education, 5.75 hrs./183 days	08/12/2024
Lazaro, Julian P	Technology Services Technician, 8 hrs./221 days	06/30/2024
Lazaro, Kiara S	Paraeducator Special Education, 5.75 hrs./183 days	08/09/2024
Lumley, Kiley K	Paraeducator Special Education, 5.75 hrs./183 days	08/13/2024
Moreno, Hailey K	Health Assistant, 5.75 hrs./183 days	08/12/2024
Nakamura, Erika	Campus Assistant, 4.25 hrs./180 days	08/12/2024
Sardabegians, Talin	Health Care Technician, 7 hrs./183 days	08/08/2024
Slagboom, Ana Maria E	Paraeducator Hearing Impaired 5.75 hrs./183 days	08/13/2024
Velasco, Maria G	Paraeducator Special Education, 5.75 hrs./183 days	08/13/2024

**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**

Aguilera Fuentes, Erick	Teacher ELA	2024/2025 School Year
Branstetter, Jennifer	Manager, Special Programs	2024/2025 School Year
Butterfield, Julie	Teacher SPED	2024/2025 School Year
Carlson, Emily	SLP	2024/2025 School Year
Escobedo-Esquivel, Claudia	Teacher, TOSA	2024/2025 School Year
Gillespie, Adrian	Teacher ELA	2024/2025 School Year
Lee, Albert	Teacher SPED	2024/2025 School Year
Lopez, Rosie	SLP	2024/2025 School Year
Mahoney, Eric	Teacher SPED	2024/2025 School Year
Montiel, Natalie	Teacher SPED	2024/2025 School Year
Walker, Kirsten	Manager, SPED	2024/2025 School Year
Avendano, Sabrina	Substitute Teacher	2024/2025 School Year
Bowers, Taylor	Substitute Teacher	2024/2025 School Year
Cosio Quintanilla, Marco	Substitute Teacher	2024/2025 School Year
Gomez, Yesni	Substitute Teacher	2024/2025 School Year
Hammer, Stephanie	Substitute Teacher	2024/2025 School Year
Martinez, Diana	Substitute Teacher	2024/2025 School Year
Morales, Monica	Substitute Teacher	2024/2025 School Year
Munoz-Morales, Karen	Substitute Teacher	2024/2025 School Year

**Promotions**

Mares, Jorge	Principal, Master	September 1, 2024
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**Resignations**

Gonzalez, Kiara	Psychologist	August 22, 2024
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

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

### **Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)**

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#### **Establish**

An eight hour 245-day Secretary position 12613 to be established at Educational Services. This position will be established to support Math Manager and three TOSA teachers.

#### **Increase of Hours**

A split position 183-day Paraeducator Special Education position number 10857 being collapsed into a single position to be increased to five hour and forty-five minutes at Fremont School. This position will be increased to provide additional support.

A split position 183-day Paraeducator Special Education position number 11502 being collapsed into a single position to be increased to five hour and forty-five minutes to Kamala School. This position will be increased to provide additional support.

A five hour 180-day Campus Assistant position number 3043 to be increased to five hours and forty-five minutes at Sierra Linda School. This position will be increased to provide additional support.

#### **Abolish**

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 11851 to be abolished at Soria School. This position will be abolished due to lack of work.

A six hour and thirty minutes 183-day Paraeducator Special Education position number 12551 to be abolished at Drifill School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 11742 to be abolished at Frank School. This position will be abolished due to lack of work.

A seven hour 183-day Paraeducator Special Education position number 11939 to be abolished at Kamala School. This position will be abolished due to lack of work.

A five-hour and forty-five minutes 183-day Paraeducator Special Education position number 6767 to be abolished at Lemonwood School. This position will be abolished due to lack of work.

An eight hour 183 day Paraeducator Special Education position number 11536 to be abolished at Curren School. This position will be abolished due to lack of work.

A six hour and forty-five minutes 183-day Paraeducator Special Education position number 12209 to be abolished at Curren School. This position will be abolished due to lack of work.

A six hour and thirty minutes 183-day Paraeducator Special Education position number 12490 to be abolished at Curren School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 11930 to be abolished at Marina West School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 11868 to be abolished at Special Education Department. This position will be abolished due to lack of work.

A five hour and forty five minutes 183-day Paraeducator Special Education position number 12378 to be abolished at Special Education Department. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 12379 to be abolished at Special Education Department. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 12380 to be abolished at Special Education Department. This position will be abolished due to lack of work.

An eight hour 246-day Director of Network Operations position number 9715 to be abolished at Information Technology. This position will be abolished due to new position in place.

**FISCAL IMPACT:**

Cost for 1 Secretary Educational Services position: \$90,952.00 LCFF funds. (New position)

Cost for 2 Paraeducator Special Education positions \$42,030.00 SPED funds. (Increase of hours)

Cost for 1 Campus Assistant position \$4,153.00 LCFF funds (Increase of hours)

Savings for 13 Paraeducator Special Education position: \$659,472.00 SPED funds. (Abolish positions)

Savings for 1 Director of Network Operations position \$172,250.00 Unrestricted funds. (Abolish 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 the establishment, increase of hours and abolishment of positions as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-107 – Big Brothers Big Sisters of Ventura County (Fox/Nocero)**

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Big Brothers Big Sisters of Ventura County, in partnership with the Oxnard School District, is dedicated to offering focused support and mentorship to students dealing with truancy issues. Utilizing the effective mentoring model of Big Brothers Big Sisters and integrating professional case management, trauma-informed methods, and best practices, the program aims to drive positive transformation, enhance academic involvement, and encourage consistent school attendance.

Term of Agreement: September 5, 2024 – June 30, 2025

#### **FISCAL IMPACT:**

\$60,000.00 – California Learning Communities for School Success Program (LCSSP)

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-107 with Big Brothers Big Sisters of Ventura County.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-107, Big Brothers Big Sisters of Ventura County \(4 Pages\)](#)  
[Proposal \(8 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

~~W-9 received~~

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date



## **BBSVC Site-Based Mentorship Program: Oxnard School District – Proposed MOU for Review**

### **Memorandum of Understanding Purpose**

This [proposed] memorandum of understanding explains the financial agreements, roles and responsibilities, service levels, and types of services provided between the Oxnard School District (OxSD) and Big Brothers Big Sisters of Ventura County (BBSVC) for the purposes of implementing youth mentoring services and professional case management that will address truancy concerns for OxSD referrals and reintroduce improved communication across the school and service resource network.

The purpose of this [proposed] Memorandum of Understanding is to create and confirm an effective working relationship between BBSVC and the OxSD. This agreement also provides the means by which the OxSD and BBSVC will maintain a collaborative relationship to ensure interagency integrated and coordinated services to students who attend the school district and their families.

The program aims to provide targeted support and mentoring to students in the Oxnard School District who are struggling with truancy. The goal is to engage a maximum of 100 at-risk students within OxSD in BBSVC's mentoring programs structure, in order to reduce truancy for individual students and demonstrate how mentorship leads to school and life success (including improved literacy, Social & Emotional Learning, etc). By leveraging the proven BBSVC mentoring model and incorporating professional case management, trauma-informed approaches, and practices, the program seeks to inspire positive change, foster academic engagement, and promote regular school attendance among participating students. BBSVC professional case management will also focus on nurturing students' social and emotional skills, promoting resilience, self-awareness, self-regulation, empathy, and responsible decision-making. Through evidence-based strategies and trained mentors, students are provided with a safe and supportive space to express themselves, develop healthy coping mechanisms, and navigate social interactions effectively.

### **Memorandum of Understanding Timeline**

The terms of the Memorandum of Understanding [would be] effective September 5, 2024 through June 30, 2025.

## **Description of Services**

**BBSVC agrees to provide the following programming structure**, in order to support youth referred by Oxnard School District with truancy reduction. Referral to BBSVC programs will launch ongoing BBSVC case management for each individual youth, to include:

- Bilingual professional case management support
- Establishment of a Youth Outcome Development Plan (YODP) - individual goal-setting/goal-pathway
- Identification of and warm referral to wraparound services, with agency follow-up for confirmation
- Youth and family training, prevention, and intervention for youth safety concerns
- Identification of mentorship-based opportunities for individual youth, as appropriate (Community-Based, Site-Based, peer group/non-1-to-1 – see detail below).

**In order to successfully demonstrate this programmatic structure for each referred youth, BBSVC agrees to provide:**

### **1. Organizational Engagement**

BBSVC will collaborate closely with school administrators, counselors, and teachers to align program efforts with existing school initiatives and ensure a coordinated approach to addressing truancy. Regular communication channels will be established to share progress, discuss challenges, and celebrate successes.

- a. BBSVC agrees to coordinate agency program engagements at selected sites, and provide reporting and quality assurance for these programs.
  - i. School sites will include Elementary School locations to be chosen by mutual agreement, with an agreed-upon schedule that allows for the most effective impact of youth engagement.
- b. Regular program evaluations and monthly reports will be conducted to assess the program's impact, identify areas for improvement, and make data-informed adjustments to program strategies and interventions. BBSVC will actively seek feedback from mentors, mentees, families, and school staff to ensure continuous program enhancement.

### **2. Professional Case Management for All Referrals**

For each OxSD referral, BBSVC case management will conduct multi-tiered outreach to the student and their family that includes (but is not limited to):

- a. Direct contact attempt, via phone, email, text, hardcopy mail
- b. Network contact attempt, by engaging with youth social circle or family environments (when appropriate)

All outreach will be conducted in a way that is responsible, trauma-informed, and maintains the dignity, privacy, and safety of all involved.

Upon contact, BBSVC case management assesses each youth to begin identifying

underlying factors that contribute to truancy. BBSVC will collaborate with school counselors and administrators to better understand comprehensive information about the student's circumstances.

BBSVC case management will also include:

- **Individualized Support Plans for each student:** Based on the assessment results, Big Brothers Big Sisters' professional case managers will develop a Youth Outcome Development Plan (YODP) for each youth that outlines specific goals, strategies, and interventions to address truancy issues, considering the unique needs and strengths of each student.
- **Family Engagement:** Recognizing the crucial role of families in addressing truancy, the program will actively involve parents/guardians through regular communication, workshops, and resources to support their child's attendance and academic success. Big Brothers Big Sisters will provide educational materials, workshops, and opportunities for families to connect with mentors and other program participants.
- **Data Collection:** Utilizing the agency's client management software ("MatchForce"), BBSVC will track youth progress on outcome areas such as attendance improvement, scholastic competence, social acceptance, educational expectations, misconduct, family trust, and the impact of their match/mentoring relationship through the Youth Outcomes Survey (YOS) and the Youth Outcome Development Plan (YODP). BBSVC will also administer the Strength of Relationships (SOR) survey three months after the initiation of any match and at the end of the school year, indicating that matches have achieved strong or very strong relationships, and thus are on a track towards positive outcomes.

### 3. **As-Assessed: Site-Based Programming**

Program managers provided by BBSVC will engage with student participants who are either most at-risk of falling behind academically due to academic or social concerns, or who are recruited to work with these students as mentors. BBSVC staff will provide continuous professional support to the volunteer mentors, referred youth, and the youths' parents/guardians, and will secure written confidentiality sharing agreements from each participant's parents/guardians.

All in-person group engagement opportunities at the Mentor Academy program will be supervised by BBSVC staff, with a minimum 12:1 supervision ratio. Site-Based programming will offer a range of educational activities, workshops, and resources designed to enhance academic skills, promote positive school engagement, and improve attendance.

#### a. **High School Mentor Program**

High school students mentoring elementary or middle school students; The program follows a weekly curriculum based in S.T.E.A.M. that allows for diverse exploration through enrichment activities, speakers, field trips, and discussions.

High School Mentors will dedicate time each week to supporting mentees with literacy improvement and reading comprehension skills. BBSVC staff are on-site at all times during this programming to provide supervision, facilitate observational reporting, and support the identification of wraparound referral needs.

- i. Mentors selected and trained by BBSVC will volunteer approximately 2 hours per week with the mentee to whom they are assigned for *at least* one school year

b. **Non-1-to-1 Programming**

Non-1-to-1 group program participants will engage with their assigned small group approximately 2 hours per week for at least one year. During program meetups, participants will engage in developmentally-appropriate topics or activities to build positive skills. Special group outings, field trips, and events will be organized to foster a sense of community, provide social support, and encourage positive peer interactions among program participants.

4. **As-Assessed: Community-Based Programming**

Big Brothers Big Sisters will recruit and screen volunteer mentors who are passionate about supporting students and committed to promoting regular school attendance. The screening process will include background checks, interviews, and reference checks.

Volunteer mentors will undergo comprehensive training that incorporates the Big Brothers Big Sisters mentoring model. This model emphasizes building positive relationships, effective communication, goal setting, and supporting mentees academically and socially. Careful consideration will be given to matching mentors with mentees based on compatibility, shared interests, and relevant experiences, ensuring the formation of meaningful and impactful relationships. Big Brothers Big Sisters will utilize its expertise in mentor-mentee matching to ensure successful pairings.

Mentors, supported by professional Case Managers, will maintain regular communication and check-ins with their mentees to monitor progress, provide guidance, and offer support as needed. Case managers will provide ongoing support to mentors, offering resources, expertise, and advice to ensure effective mentorship.

- a. Mentors selected and trained by BBSVC will volunteer approximately 2 hours per week with the mentee to whom they are assigned for at least one year.

5. **Additional Programming**

As an established partner, OxSD may also refer youth for participation in BBSVC@Ventura Youth Room activities, or may require specific group activities and curriculum to be scheduled in this space (co-host/field trip opportunities).

Once referred, BBSVC will also support youth over summer months and vacation periods, with summer enrichment and programming opportunities, including field trips, special giveaways, family engagement opportunities, and resource support.

BBSVC will collaborate with OxSD to support critical transportation needs of youth to and from the youth room spaces, special off-campus engagements, and other opportunities that may best support an individual referral's pathway to positive behaviors and school re-engagement.

***The Oxnard School District [is asked to agree] to the following:***

1. To provide dedicated indoor space at elementary sites for BBSVC staff to work, meet, and run BBSVC program opportunities, engagements with youth, and necessary trainings as scheduled; provide dedicated after-school program space at participating elementary and/or middle schools.
2. Provide informed-as-possible student referrals to the BBSVC Site-Based Mentor Program, with reasonable information to launch outreach and engagement processes.
3. Provide support and facilitate the work of the program and case managers employed by BBSVC, and develop or identify an established, cohesive team of professionals to work with the program.
4. Allow collection of records and data to reflect grades, attendance, discipline referrals and any other information necessary for the evaluation of the program per grant requirements, and for whom BBSVC has confidentiality agreements on record.
5. Serve as a lead agency and fiscal agent on all grant opportunities.

**COMPENSATION SCHEDULE:**

The maximum cost charged to Oxnard School District must NOT exceed \$60,000 per year, as identified within the following categories:

- Staff Salaries (not to exceed the rate of [1] FTE) = \$52,000 per year
- Travel Expenses - in accordance with BBSVC policy and will be based on the current IRS mileage rate = \$1,500 per year
- Equipment & Materials Expenses = \$1,500 per year
- Administrative Expenses = \$5,000 per year

**Indemnification and Hold Harmless**

BBSVC agrees to defend, indemnify and hold harmless Oxnard School District, including all of its Board members, employees, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against BBSVC, OxSD, or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly, as a result of BBSVC performing its obligations under this Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of OxSD.

### **Insurance (to be adjusted as per OxSD compliance requirements for 24-25)**

BBSVC, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

- Commercial General Liability "occurrence" coverage in the minimum amount of **\$1,000,000** combined single limit (CSL) bodily injury and property damage each occurrence;
- **\$2,000,000** aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual; and
- **\$50,000** fire legal liability, if applicable

Commercial Automobile Liability coverage in the minimum amount of

- **\$1,000,000** CSL bodily injury and property damage, including owned, non-owned, and hired automobile.

Personal Automobile Liability coverage, in the minimum amounts of

- **\$250,000** per person;
- **\$500,000** each Accident Bodily Injury; and
- **\$100,000** each Accident Property Damage for each vehicle to be operated in association with this Agreement that is not insured under Commercial Automobile Liability, if applicable.

Worker's Compensation coverage, in full compliance with California statutory requirements for all employees of BBSVC, and Employer's Liability in the minimum amount of **\$1,000,000**.

All insurance required under this Agreement shall be primary coverage as respects Oxnard School District, and any insurance or self-insurance maintained by OxSD shall be in excess of BBSVC's insurance coverage and shall not contribute to BBSVC's insurance coverage. OxSD is to be notified immediately if any aggregate insurance limits are exceeded. Additional coverage must be purchased to meet requirements.

OxSD is to be named as Additional Insured as respects work done by BBSVC under the terms of this Agreement on all policies required. However, this shall not be construed to apply to Workers' Compensation coverage.

BBSVC agrees to waive all rights of subrogation against OxSD for losses arising directly or indirectly from the activities and work performed by BBSVC under the terms of this Agreement (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be cancelled, non-renewed, or reduced in scope of coverage until after thirty (30) days' written notice has been given to OxSD.

BBSVC agrees to provide OxSD with the following insurance documents within 14 days after the execution of this Agreement:

- Certificates of Insurance for coverage required under this Agreement;
- Additional Insured endorsements, including child abuse and molestation insurance;

- Thirty (30) days' Notice Cancellation Clause endorsements; and
- Failure to provide these documents in a timely manner shall be grounds for immediate termination or suspension of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve BBSVC for liability in excess of such coverage, nor shall it preclude OxSD from taking such other actions as available to it under any other provisions of this Agreement or otherwise in law.

Each agency retains exclusive rights and responsibilities over their own employees. Either party, upon thirty (30) days written notice, may cancel this Memorandum of Understanding.

[Name, Title]

Oxnard School District  
1051 S A St, Oxnard  
Oxnard, CA 93030

Danica Selvaggio, CEO  
Big Brothers Big Sisters of Ventura County  
2435 Ventura Blvd, Suite A  
Camarillo, CA 93010



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-108 – Center for Safe & Resilient Schools and Workplaces (Fox/Nocero)**

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The Center for Safe and Resilient Schools and Workplaces will offer both in-person and online training for our Mental Health Clinician team. This training will cover the Cognitive Behavioral Intervention for Trauma in Schools, the Racial Trauma Module, and the Bounce Back intervention program. Additionally, the Center will provide continuous consultation and implementation support throughout the school year.

Term of Agreement: September 25, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$49,100.00 – Mental Health Service Professional Demonstration Grant (MHSPD)

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-108 with Center for Safe & Resilient Schools and Workplaces

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-108, Center for Safe & Resilient Schools and Workplaces \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2024 Proposal

September 1, 2024

### Objective:

The Center for Safe and Resilient Schools and Workplaces will support Oxnard Public Schools by providing trauma-informed training to mental health clinicians. These trainings will be conducted and completed between the 2024 and 2025 school year.

### Scope:

- CBITS-RTM training: we will provide training for up to 15 mental health clinicians in Cognitive Behavioral Intervention for Trauma in Schools (CBITS) plus Racial Trauma Module (RTM).. The training will take place over three 6-hour days (18 hours total) in September 25-26, 2024 (CBITS) and September 30, 2024 (RTM). The cost of training is \$11,250.
- Bounce Back training: we will provide training for up to 15 mental health clinicians in Bounce Back: An Elementary School Intervention for Childhood Trauma. The training will take place over 1 day (6 hours total) on September 27, 2024. The cost of training is \$4000.
- CBITS-RTM training: we will provide training for up to 15 mental health clinicians in Cognitive Behavioral Intervention for Trauma in Schools (CBITS) plus Racial Trauma Module (RTM).. The training will take place over three 6-hour days (18 hours total) in January 2025. The cost of training is \$11,250.
- Bounce Back training: we will provide training for up to 15 mental health clinicians in Bounce Back: An Elementary School Intervention for Childhood Trauma. The training will take place over 1 day (6 hours total) in January 2025. The cost of training is \$4000.
- CBITS technical assistance: we will provide 18 technical assistance and consultation calls to 15 clinicians. Calls will take place one per month per cohort for one hour during the 2024-2025 school year. Two calls per month, for 9 months at \$350 an hour, total \$6,300.
- Bounce Back technical assistance: we will provide 18 technical assistance and consultation calls to 15 clinicians. Calls will take place one per month per cohort for one hour during the 2024-2025 school year. Two calls per month, for 9 months at \$350 an hour, total \$6,300.
- Travel expenses for 3 trainers not to exceed \$2000 per trainer, \$6,000 total. The invoice will reflect actual costs, not the full estimate.

### Budget:

An invoice will be sent each month following the completed trainings for the duration of the project. Consultation calls will be invoiced every other month and billed according to the number of calls conducted.

Oxnard Public Schools is to pay the invoices within 30 days of receipt. The total cost is not to exceed \$49,100.00. Invoices will be sent via QuickBooks as each activity is completed.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #24-110 – Conflict Resolution Institute (Torres)**

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The Conflict Resolution Institute will provide the district with mediation and conflict resolution services, helping to effectively manage and resolve disputes while fostering a positive and productive environment.

Term of Agreement: September 5, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$30,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-110 with Conflict Resolution Institute.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-110, Conflict Resolution Institute \(4 Pages\)](#)  
[Proposal \(6 Pages\)](#)



# Oxnard School District

## Short-Term Services Agreement

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

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

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

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

E-mail Address \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

### Services

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

Date(s) of Service \_\_\_\_\_

Hour(s) of Service \_\_\_\_\_

Location \_\_\_\_\_

### Fees

Compensation for Services \$ \_\_\_\_\_

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date

# MEDIATION SERVICE PROPOSAL

THIS SERVICE PROPOSAL is dated this 5th day of September, 2024.

## CLIENT

Oxnard School District  
1051 S. A Street, Oxnard, CA 93030  
(the "Client")

## CONTRACTOR

Conflict Resolution Institute  
4475 Market St, Ste. C, Ventura, CA  
93003, USA  
(the "Contractor")

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

---

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Mediation and Conflict Resolution.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-

defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

## **PERFORMANCE**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

10. The Contractor will charge the Client for the Services at CRI's Government Agencies rate of \$100.00 per hour, per party for the minimum of two hours. Beyond two hours, the Contractor will charge the Client for the Services according to a flat rate fee of \$150 per hour, per party (the "Compensation"). Please see attached Fee Schedule.
11. The Contractor will invoice the Client by email.
12. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **CONFIDENTIALITY**

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or

after the date of this Agreement or how it was provided to the Contractor.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## **RETURN OF PROPERTY**

19. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## **RIGHT OF SUBSTITUTION**

21. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
22. In the event that the Contractor hires a sub-contractor:
  - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an

agent of the Contractor.

## **AUTONOMY**

- 23.** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

- 24.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

- 25.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

- 26.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Oxnard School District  
1051 S. A Street, Oxnard, CA 93030
  
- Conflict Resolution Institute  
4475 Market St, Ste. C, Ventura, CA 93003, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

- 27.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its

respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **ADDITIONAL CLAUSE**

28. CRI charges for a minimum of two hours for \$100 per hour, per party for Government Agencies. Mediations that endure past 2 hours will be billed at \$150/per hour, per party. CRI agrees to provide up to two mediators per mediation session.

### **MODIFICATION OF AGREEMENT**

29. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **TIME OF THE ESSENCE**

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **ASSIGNMENT**

31. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **ENTIRE AGREEMENT**

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **ENUREMENT**

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **TITLES/HEADINGS**

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **GENDER**

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **GOVERNING LAW**

**36.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

### **SEVERABILITY**

**37.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **WAIVER**

**38.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #2 to Agreement #23-01 - Ventura County Office of Education SELPA (DeGenna/Jefferson)**

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At the Board Meeting of March 15, 2023, the Board of Trustees approved Agreement #23-01 with Ventura County Office of Education in the amount of \$3,439.12 to provide Orientation and Mobility specialist services for identified special education and general education students.

At the Board Meeting of February 17, 2024, the Board of Trustees ratified Amendment # 1, in the amount of \$36,560.88, to continue providing existing services, for a new total amount of \$40,000.00.

Amendment # 2 in the amount of \$5,437.50 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$ 45,437.50.

#### **FISCAL IMPACT:**

\$5,437.50 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-01 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #23-01, VCOE SELPA - Special Orientation & Mobility Specialist Services \(3 Pages\)](#)

**AMENDMENT # 2 TO AGREEMENT # 23-01 with  
Ventura County Office of Education  
September 4, 2024**

At the Board Meeting of March 15, 2023, the Board of Trustees approved Agreement #23-01 with Ventura County Office of Education in the amount of \$3,439.12 to provide Orientation and Mobility specialist services for identified special education and general education students.

At the Board Meeting of February 17, 2024, the Board of Trustees ratified Amendment # 1, in the amount of \$36,560.88, to continue providing existing services, for a new total amount of \$ 40,000.00.

Amendment # 2 in the amount of \$5,437.50 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$ 45,437.50.

**VENTURA COUNTY OFFICE OF EDUCATION:**

By: \_\_\_\_\_

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

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_

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

Melissa Reyes  
Director, Purchasing



OSD AGREEMENT #23-01

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 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

<u>Emily Mostang-Luna</u> VCOE Department Administrator	<u>[Signature]</u> VCOE Signature	<u>3-23-23</u> Date
<u>Lisa Cline</u> VCOE Executive Director Internal Business Services	<u>Lisa Cline</u> VCOE Signature	<u>3-20-23</u> Date

**Local Educational Agency Approval**

<u>Lisa A. Franz, Director, Purchasing</u> LEA Business Office Administrator	<u>Lisa A. Franz</u> Signature	<u>3-16-2023</u> Date
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**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services (see below)	\$ <u>3,439.12</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 2023-2024 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 2022-2023 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. Anabolena DeGenna

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #2 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

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At the Board Meeting of March 15, 2023, the Board of Trustees approved Agreement #23-02 with VCOE to provide Physical Therapy Specialist services in the amount of \$28,366.49

At the Board Meeting of February 17, 2024, the Board of Trustees approved Amendment # 1 in the amount of \$ \$39,133.51 is needed to adjust the original contract amount as a mistake was discovered on the estimate for a new total agreement amount of \$ 67,500.00.

Amendment # 2 in the amount of \$ 19,572.00 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$87,072.00

#### **FISCAL IMPACT:**

\$19,572.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-02 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #23-02, VCOE SELPA - Physical Therapy Specialist Services \(3 Pages\)](#)

**AMENDMENT #2 TO AGREEMENT # 23-02 with  
Ventura County Office of Education  
September 4, 2024**

At the Board Meeting of March 15, 2023, the Board of Trustees approved Agreement #23-02 with VCOE to provide Physical Therapy Specialist services in the amount of \$28,366.49

At the Board Meeting of February 17, 2024, the Board of Trustees approved Amendment # 1 in the amount of \$ \$39,133.51 is needed to adjust the original contract amount as a mistake was discovered on the estimate. Total agreement amount of \$ 67,500.00.

Amendment # 2 in the amount of \$ 19,572.00 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$87,072.00

**VENTURA COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_

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

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_

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

Melissa Reyes  
Director, Purchasing



OSD AGREEMENT #23-02

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 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	<u>3-23-23</u> Date
 _____ VCOE Executive Director Internal Business Services	 _____ VCOE Signature	<u>3-20-23</u> Date

**Local Educational Agency Approval**

<u>Lisa A. Franz, Director, Purchasing</u> LEA Business Office Administrator	 _____ Signature	<u>3-16-2023</u> Date
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**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services (see below)	\$ <u>28,366.49</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 2023-2024 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 2022-2023 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:** September 04, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-109 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

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It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 and 2024-2025 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:

JM111710	\$67,600.00 (7/01/24-3/20/25)	EG061410	\$1,250.00 (7/01/24-7/05/24)
JM111710(ASL)	\$99,000.00 (7/01/24-6/30/25)	MA102113	\$56,000.00 (7/01/24-3/14/25)
BA072912	\$10,100.00 (7/01/24-10/13/24)	AP092219	\$22,200.00 (7/01/24-10/25/24)
AC080310	\$3,400.00 (7/01/24-7/12/24)	LJ071616	\$62,200.00 (7/01/24-4/16/25)
VC120515	\$28,600.00 (7/01/24-12/18/24)	JB080313	\$42,000.00 (7/01/24-1/25/25)
MP111618	\$62,200.00 (7/01/24-4/11/25)	JJ122309	\$30,700.00 (7/01/24-11/30/24)
JV120313	\$63,800.00 (7/01/24-4/26/25)	SR112811	\$66,600.00 (7/01/24-3/27/25)
IH081410	\$2,750.00 (7/01/24-7/12/24)	JJ122309	\$17,200.00 (4/20/24-6/30/24)
AB050912	\$45,400.00 (7/01/24-2/06/25)	EA061212	\$11,700.00 (7/01/24-4/26/25)

#### **FISCAL IMPACT:**

\$692,700.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-109 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-109, VCOE SCP Services 2023-25 \(54 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 04/19/2024 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

Dani elleJefferson
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



4.29.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 04/20/2024 and terminate on 06/30/2024. This agreement reflects the information in the student's IEP dated 4/19/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$17,200.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for JJ122309, a Special Education pupil who is a resident of LEA and currently attends Phoenix Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,675 minutes weekly. ESY will be provided for 1,200 minutes weekly.

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 Phoenix 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 07/01/2024 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 7.3.24

---

VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline

---

VCOE Executive Director Internal Business Services VCOE Signature Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator Signature Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 10/13/2024  
This agreement reflects the information in the student's IEP dated 10/13/2023.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>10,100.00</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 BA072912, a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 900 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 Triton Academy School Calendars for the 23-24 and 24-25 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://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 01/12/2024 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.

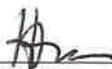
**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services



VCOE Signature

7.3.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 07/05/2024. This agreement reflects the information in the student's IEP dated 1/12/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 1,250.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for EG061410, a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,900 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 Triton Academy School Calendar for the 23-24 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://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 07/01/2024 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.
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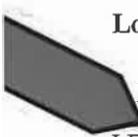
**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

**Holly Minear**  7.3.24  
 VCOE Executive Director, Student Services VCOE Signature Date

**Lisa Cline** \_\_\_\_\_  
 VCOE Executive Director Internal Business Services VCOE Signature Date

**Local Educational Agency Approval**

 **Melissa Reyes, Director, Purchasing** \_\_\_\_\_  
 LEA Business Office Administrator Signature Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 07/12/2024. This agreement reflects the information in the student's IEP dated 12/13/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 3,400.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for AC080310, 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) in the classroom for 1,650 minutes weekly and during transportation for 300 minutes weekly for a total of 1,950 minutes weekly. ESY will be provided in the classroom for 240 minutes daily and during transportation for 60 minutes daily for a total of 300 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 Calendars for the 23-24 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://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 07/01/2024 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.

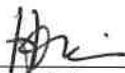
**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services



VCOE Signature

7.3.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 07/12/2024. This agreement reflects the information in the student's IEP dated 10/11/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 2,750.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for IH081410, 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) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly. 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 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 07/01 / 20 2 4 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

VCOE Executive Director, Student Services

*Holly Minear*  
VCOE Signature

7.3.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 06/30/2025

This agreement reflects the information in the student's IEP dated 3/20/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>99,000.00</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 JM111710, a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

An ASL Interpreter 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 Foster Middle School Calendar for the 24-25 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT Agreement 7 of 18 for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2024 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

VCOE Executive Director, Student Services



VCOE Signature

7.15.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 03/20/2025. This agreement reflects the information in the student's IEP dated 3/20/2024.

Estimated Fees

Table with 2 columns: Description of fees and Amount. Rows include Estimated Cost for Services (\$67,600.00), Other Ancillary Cost or fees, as applicable, and Total not to Exceed.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, JM111710, 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) in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided in the classroom for 240 minutes daily and during transportation for 60 minutes daily for a total of 300 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 Calendars for the 24-25 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 07/01/2024 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.

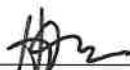
**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services

  
VCOE Signature

7.15.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 11/30/2024. This agreement reflects the information in the student's IEP dated 5/14/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 30,700.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for JJ122309, a Special Education pupil who is a resident of LEA and currently attends Phoenix Middle School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,675 minutes weekly. ESY will be provided for 1,200 minutes weekly. 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 Phoenix School Calendars for the 23-24 and 24-25 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 07/01/2024 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 03/14/2025. This agreement reflects the information in the student's IEP dated 3/14/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$56,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, MA102113, 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 and 24-25 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 07/01/2024 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 01/25/2025. This agreement reflects the information in the student's IEP dated 1/25/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$42,000.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for JB081313, a Special Education pupil who is a resident of LEA and currently attends Foster School, a special education programs 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 1,200 minutes weekly. 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 School calendar for the 24-25 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT Agreement 11 of 18
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
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.

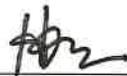
**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 10/25/2024  
This agreement reflects the information in the student's IEP dated 10/4/2023.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>22,200.00</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 and will attend Dwire Elementary School, a special education program operated by VCOE starting 8/14/2024.

Paraeducator performing special circumstance educational support (SCES) at Dwire Pre-school during Extended School Year (ESY) will be provided in the classroom for 120 minutes daily. Paraeducator performing special circumstance educational support (SCES) throughout the school day starting 8/14/2024 for 1,650 minutes weekly.

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 Year and the Dwire School Calendar for the 24-25 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT Agreement 12 of 18
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2024 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

VCOE Executive Director, Student Services



VCOE Signature

7.15.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing  
Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 12/18/2024. This agreement reflects the information in the student's IEP dated 12/18/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 28,600.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for VC120515, a Special Education pupil who is a resident of LEA and currently attends Penfield School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,320 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 Penfield School Calendars for the 23-24 and 24-25 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 07/01/2024 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**



Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 04/11/2025. This agreement reflects the information in the student's IEP dated 4/11/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 62,200.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: 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 and 24-25 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 07/01/2024 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  7.15.24  
 \_\_\_\_\_  
 VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline  
 \_\_\_\_\_  
 VCOE Executive Director Internal Business Services VCOE Signature Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing  
 \_\_\_\_\_  
 LEA Business Office Administrator Signature Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 04/26/2025. This agreement reflects the information in the student's IEP dated 4/25/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 63,800.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: 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 and 24-25 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 07/01/2024 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

VCOE Executive Director, Student Services



VCOE Signature

7.15.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 02/06/2025. This agreement reflects the information in the student's IEP dated 2/6/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$45,400.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for AB050912, a Special Education pupil who is a resident of LEA and currently attends Foster 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 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 Foster School Calendar for the 24-25 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT Agreement 16 of 18
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2024 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

Dani elle 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.

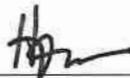
**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 03/27/2025  
This agreement reflects the information in the student's IEP dated 3/27/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>66,600.00</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, SR112811, a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) in the classroom for 1,900 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 Triton Academy School Calendars for the 23-24 and 24-25 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT Agreement 17 of 18
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2024 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



7.15.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 04/16/2025. This agreement reflects the information in the student's IEP dated 4/16/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 62,200.00
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 and 24-25 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT Agreement 18 of 18
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 07/01/2024 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

VCOE Executive Director, Student Services



VCOE Signature

7.15.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 04/26/2025  
This agreement reflects the information in the student's IEP dated 4/26/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>11,700.00</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 Calendars for the 23-24 and 24-25 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Brihana Romero for the 2024-2025 School Year (Torres/Carroll)**

---

The District is recommending that the Board of Trustees approve this action item for a BCLAD Waiver, as described under Education Code 44265.3, for Brihana Romero, to serve as a Dual Language Instruction (DLI) teacher for the 2024-2025 school year until the employee receives a BCLAD.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year (Torres/Carroll)**

---

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 school year until the employee completes a program.

#### **FISCAL IMPACT:**

NA

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** September 04, 2024

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)**

---

A revision has been made to the district's E 9270 Conflict of Interest policy to remove a designated position title. The deleted language is marked with a strikethrough. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is approved and adopted at second reading.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve and adopt the revision to Board Policy E 9270, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [E 9270 \(3 pages\)](#)

**CONFLICT OF INTEREST**

**Conflict of Interest Code of the  
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

**APPENDIX**

**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**CONFLICT OF INTEREST** (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Designated Positions**

<u>Designated Position</u>	<u># of Positions</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Member	5	3	COB
Personnel Commission Member	3	1	OSD
District Superintendent	1	3	OSD
Assistant Superintendent	3	1	OSD
Chief Information Officer	1	2	OSD
Director, Certificated Human Resources	1	2	OSD
Director, Child Nutrition Services	1	2	OSD
Director, Classified Human Resources	1	2	OSD
Director, Enrichment and Specialized Programs	1	2	OSD
Director, Facilities	1	2	OSD
Director, Fiscal Services	1	2	OSD
<del>Director, Network Operations</del>	<del>1</del>	<del>2</del>	<del>OSD</del>
Director, Pupil Services	1	2	OSD
Director, Purchasing	1	2	OSD
Director, School Performance and Student Outcomes	1	2	OSD
Director, Special Education	1	2	OSD
Director, Teaching and Learning	1	2	OSD
Director, Transportation	1	2	OSD
Principal	20	2	OSD
Consultant	1	2	OSD

\*COB = County Clerk of the Board; OSD = Oxnard School District

**CONFLICT OF INTEREST** (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** September 04, 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:** September 04, 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:** September 04, 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 30, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A