

# 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, November 6, 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**

November 6, 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**

Brian Blevins, Principal, Kamala School, will introduce Leeyana Bislig, 8th grade student at Kamala, who will lead the audience in the Pledge of Allegiance.

**A.3. District’s Vision and Mission Statement**

The District's Mission and Vision Statement will be read in English and in Spanish by Jose Mendez Avila, 3rd grade student in Ms. Aguirre's and Ms. Roque's class at Kamala School.

**A.4. Presentation by Kamala School**

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

**A.5. 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
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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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**

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
 Conference with Labor Negotiator:  
 Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
 Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
  - Consider the Request for Readmission
    - Case No. 23-02 (Action Item)
  - Consider the Request to Expel Student
    - Case No. 24-02 (Action Item)
  
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Assistant Principals

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

**A.9. Report Out of Closed Session**

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

**A.10. Adoption and Presentation of Resolution #24-07 "National School Psychology Week" (DeGenna/Jefferson)**

It is the recommendation of the Superintendent and the Director, Special Education Services, that the Board of Trustees adopt and present Resolution #24-07 in recognition of National School Psychology Week 2024.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.11. 2023-2024 Annual Report of the Commission (Torres/Fuentes)**

The Administration will provide a presentation on the Personnel Commission's 2023-2024 Annual Report.

**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

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this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised.

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

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

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

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted 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 Sarahi Ramirez and Shelby Fry, 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 \$1,500.00 per attendee, to be paid from OSSA Funds.

#### **C.2. 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 Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

#### **C.3. Request for Approval of Out of State Conference Attendance (Mitchell/Galvan)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve out of state conference attendance for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech Event in Livonia, Michigan, November 19-21, 2024, at no cost to Oxnard School District.

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**C.4. Ratification of Request for Approval of Out of State Training Attendance (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify the out of state training attendance for Rita Galvan, Director of Transportation Services, at the Microbird (Bluebird) plant in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024, at no cost to Oxnard School District.

**C.5. Actuarial Study of Retiree Health Liabilities (Mitchell/Núñez)**

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

**C.6. Establishment and Increase of Hours of Positions (Torres/Fuentes)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of hours of position, as presented.

**C.7. Personnel Actions (Torres/Fuentes)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.8. Approval of Change Order #004 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 with Viola Constructors, to address the requirement to provide a concrete housekeeping pad to support the new electrical switchgear for the new classrooms at the Driffill Elementary School New Transitional Kindergarten Facilities, in the amount of \$3,413.23, to be paid out of Master Construct and Implementation Funds.

**C.9. Approval of Amendment #001 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK Facilities at Driffill Elementary School (Mitchell/Miler/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director, Facilities, in conjunction with CFW, that the Board of Trustees approve Amendment #001 to Agreement 23-100 with Kenco Construction Services, Inc., to extend the agreement term to ensure the Inspector of Record Services for the New PS/TK Facilities at Driffill Elementary School continue for the remainder of the project due to an unforeseen construction project duration extension, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.

**C.10. Approval of Agreement #24-147 – Heinemann (Fox/Cordes)**

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-147 with Heinemann, to provide Professional Development for leveled literacy intervention coaching to K-5 teachers, November 7, 2024 through June 30, 2025, in the amount of \$4,500.00, to be paid out of Supplemental Concentration Funds.

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- C.11. Approval of Agreement #24-151 – Grand Canyon University (Torres/Carroll)**  
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-151 with Grand Canyon University, to allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District, November 7, 2024 through June 30, 2027, at no cost to Oxnard School District.
- C.12. Approval of Agreement #24-152 – California State University, Northridge – Clinical Practicum Program (Torres/Carroll)**  
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-152 with California State University, Northridge, to provide graduate training for the Master of Social Work, November 7, 2024 through June 30, 2027, at no cost to Oxnard School District.
- C.13. Approval of Field Contract Agreement #24-153 Falcon Roofing Company (Mitchell/Miller)**  
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #24-153 with Falcon Roofing Company, to perform Roof Replacement on the Walk-In Freezers at Curren and Driffill Kitchens, November 7, 2024 through November 18, 2024, in the amount of \$22,429.00, to be paid out of Deferred Maintenance Funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

- C.14. Ratification of Amendment #003 to Agreement #21-140 with Kenco Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (Mitchell/Miller/CFW)**  
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #003 to Agreement #21-140, with Kenco Construction Services, Inc., for additional Inspector of Record services through March 31, 2025 for the Rose Avenue Elementary School Reconstruction Project due to the continued delay in securing City Approval for the off-site improvements, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.
- C.15. Ratification of Amendment #1 to Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #24-84 with Ventura County Office of Education, to correct an error made in the estimate that was provided by VCOE on their previously approved proposal for transportation services to OSD Special Education students, in the amount of \$210,793.00, to be paid out of Special Education Funds.
- C.16. Ratification of Agreement #24-150, Practi-Cal Inc. (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-150 with Practi-Cal Inc., for providing technical support for the collection and submission of direct service Medi-Cal billing, July 1, 2024 through June 30, 2025, in the amount of \$255,192.00, to be paid out of LEA Medi-Cal funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Agreement #24-146 – MBDU (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-146 with MBDU, to provide cultural and linguistic competence classes to Oxnard School District mental health staff, November 7, 2024 through June 30, 2025, in the amount of \$104,000.00, to be paid out of Mental Health Service Professional Demonstration Grant Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Approval of Agreement #24-148 – Rafael Ortiz, LMFT (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-148 with Rafael Ortiz, LMFT, to provide case management for Oxnard School District families and students who are experiencing homelessness, as well as to students in foster care, November 7, 2024 through June 30, 2025, in the amount of \$10,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.3. Approval of Agreement #24-149 – Recovery Starts Now (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-149 with Recovery Starts Now, to provide comprehensive substance use counseling and prevention services to junior high school students in grades 6 through 8 across nine campuses within the Oxnard School District, November 7, 2024 through June 30, 2025, in the amount of \$112,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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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**

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

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

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

- October 2, 2024 Regular Meeting
- October 16, 2024 Special Meeting

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. First Reading - BP/AR 5113 Absences And Excuses (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision to BP/AR 5113 Absences And Excuses for First Reading. The revised policies will be presented for Second Reading and Adoption at the November 20, 2024 Board Meeting.

### **F.2. First Reading - BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision BP/AR 5141.21 Administering Medication and Monitoring Health Conditions for First Reading as presented. The revised policies will be presented for Second Reading and Adoption at the November 20, 2024 Regular Board meeting.

## **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:

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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**



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, November 1, 2024.

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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**

November 6, 2024

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 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:** November 06, 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
    - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
  - Consider the Request for Readmission
    - Case No. 23-02 (Action Item)
  - Consider the Request to Expel Student
    - Case No. 24-02 (Action Item)
  
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Assistant Principals

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 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:** November 06, 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:** November 06, 2024

**Agenda Section:** Section A: Preliminary

### **Adoption and Presentation of Resolution #24-07 "National School Psychology Week" (DeGenna/Jefferson)**

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The National Association of School Psychologists, (NASP) has recognized November 11-15, 2024 as National School Psychology Week, “Spark Discovery”.

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

#### **FISCAL IMPACT:**

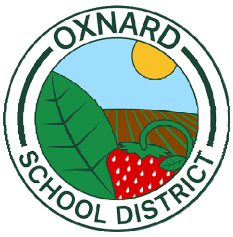
N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Special Education Services that the Board of Trustees adopt and present Resolution #24-07 in recognition of National School Psychology Week 2024.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #24-07 \(1 page\)](#)



**RESOLUTION #24-07**

**NATIONAL SCHOOL PSYCHOLOGY WEEK**  
**November 11-15, 2024**  
***“Spark Discovery”***

**WHEREAS**, National School Psychology Week, celebrated annually during the second week of November, provides an opportunity to acknowledge the vital role that school psychologists play in supporting the mental health, academic success, and overall well-being of students; and

**WHEREAS**, school psychologists are highly trained professionals who bring expertise in child development, learning, behavior, and mental health, making them invaluable members of the educational community; and

**WHEREAS**, school psychologists support the Oxnard School District’s commitment to fostering safe, positive learning environments by providing direct support to students, consulting with educators and families, and creating proactive intervention strategies; and

**WHEREAS**, the work of school psychologists contributes significantly to creating inclusive and supportive school cultures where students can thrive, regardless of background or individual challenges, aligning with the Oxnard School District's mission to empower every student to reach their full potential; and

**WHEREAS**, school psychologists also address critical issues such as crisis prevention, intervention, and response, helping to build resilience within our school communities and to ensure that students have access to mental health resources and support networks; and

**WHEREAS**, the Oxnard School District recognizes and appreciates the dedication of our school psychologists, who demonstrate compassion, expertise, and leadership in their work each day for the benefit of our students, families, and staff;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District hereby recognizes November 11-15, 2024, as National School Psychology Week in the Oxnard School District; and

**BE IT FURTHER RESOLVED** that the Board encourages all staff, students, and families to join in recognizing the outstanding contributions of school psychologists to the success and well-being of our students, honoring them for their dedicated service to the Oxnard School District community.

Adopted this 6<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section A: Report

### **2023-2024 Annual Report of the Commission (Torres/Fuentes)**

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The Administration will provide a presentation on the Personnel Commission's 2023-2024 Annual Report.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None – information only.

**ADDITIONAL MATERIALS:**

**Attached:** [Annual Report 23-24.pdf](#)



## PHILOSOPHY OF MERIT

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

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

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

-CSPCA Website

### Personnel Commissioners

**Ernest Morrison**  
*Term 2021—2024*  
*Board of Trustees' Appointee*

**Denis O'Leary**  
*Term 2023—2026*  
*CSEA Appointee*

**Paul Robinson**  
*Term 2022—2025*  
*Joint Appointee*

### Personnel Commission Staff

**Dr. Adalberto Fuentes**  
*Director, Classified Human Resources*

**Tanya Ventura**  
*Human Resources Analyst*

**Mireya Rosales**  
*Administrative Assistant*

**Esmeralda Hernandez**  
*Human Resources Technician*

**Erica Mata**  
*Human Resources Technician*

**Victoria Saadati**  
*Human Resources Technician*

**Maribel Zambrano**  
*Human Resources Technician*

## Oxnard School District



### Annual Report of the Personnel Commission

2023-2024

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

## The Merit System

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

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

In order to maintain its freedom to act, the Personnel Commission administers its own budget. The Personnel Commission budget for 2023-2024 was \$1,051,651.

### Personnel Commission Regular Meetings

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

### Personnel Transactions

New Hires	193
New Substitute/Exempt	251
Resignations	88
Transfers	68
Promotions	29
Retirements	38
Release from Probations	15
Layoffs	6
Voluntary Demotions	2
Increase in Hours	9
Administrative Transfers	10
Reinstatement	7
<b>Total</b>	<b>716</b>

### Position Management

HRA's Processed	597
Transfer Postings	507
Established Positions	50
Abolished Positions	8

### Recruitment Services

Number of Recruitments	177
Hits Received	179,890
Applications Received	3,720
Number of Eligibility Lists	138
Written Tests	795
Qualification Interviews	342
Training & Experience Evaluation	381
Total Tests Administered	1,518

### Classification & Compensation

New Classifications	5
Revised Classifications	2

### Employees

Bargaining Unit	909
Confidential	5
Management	23
Substitute/Exempt	257
<b>Total</b>	<b>1,194</b>

## Recruitment Success Story



There is a statewide shortage in special education paraeducators which threatens schools ability to improve outcomes for students with disabilities. Many school districts are relying on contracting agencies to fill positions, which can cost up to three times the amount of one full-time position. The Personnel Commission, in collaboration with the District and CSEA, supported a \$1,000 signing bonus to help with recruitment. The Personnel Commission also conducted a classification and compensation study and increased the hourly rate and revised the minimum qualifications to allow for a larger candidate pool. In January 2024, the Oxnard School District had about 165 vacancies for special education paraeducators. As of September 2024, there are only 10 vacancies left to fill to be fully staffed.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section B: Hearing

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

---

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

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

---

The Board's approval is requested for Sarahi Ramirez and Shelby Fry, 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 \$1,500.00 per attendee for registration, travel, meals and lodging, to be paid from OSSA Funds.

#### **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 Sarahi Ramirez and Shelby Fry, 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:** November 06, 2024

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

### **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 Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

#### **FISCAL IMPACT:**

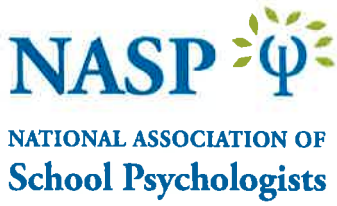
Not to exceed \$1,500.00 for registration, travel, meals and lodging, to be paid from OSSA Funds.

#### **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 Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Conference Info \(3 pages\)](#)



# NASP Annual Convention



18-22

## Important Dates

o

## Space Request Submission System Opens

Jul 3, 2024

## Space Request Submission System Closes

Sep 4, 2024

## Notification of Accepted Presentations

Sep 11, 2024

## Registration Opens (10:00 a.m. ET)

Oct 1, 2024

## Early Registration Deadline

Nov 20, 2024

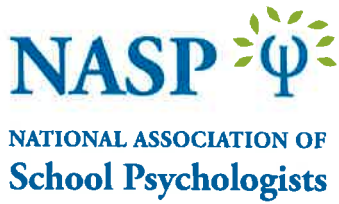
## Mark Your Calendar for Seattle



Connect with over 5,000 peers and expand your expertise with over 1,200 professional development sessions. The convention will take place from February 18–21, 2025, and be held at the Seattle Convention Center Summit. NASP has secured **discounted rates at two hotels**. Make your reservation by January 22, 2025, to guarantee discounted rates.

Registration will open Tuesday, October 1. Not a NASP member? **Join or renew ahead of time to register for the in-person convention at a discounted price**. Only through November 20, the combined cost of membership and the discounted registration rate will be **LESS THAN** the nonmember registration fee!





# Registration Fees and Deadlines

Registration opens Tuesday, October 1. Scroll to the bottom for the convention registration rates and deadlines.

## Choose Your Convention Experience



### In-Person

- **1,200+ Educational Sessions**
  - Featured Sessions
  - Interest Group Networking Sessions
  - Meetings
  - Mini-Skills Presentations
  - Paper Presentations
  - Poster Presentations
  - Practitioner Conversations
  - Special Events
  - Special Sessions
  - Symposium Presentations
- General Session and Keynote
- Exhibit Hall Access
- Convention Consultations

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Request for Approval of Out of State Conference Attendance (Mitchell/Galvan)**

---

The Board's approval is requested for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech's Event in Livonia, Michigan, November 19-21, 2024. ROUSH CleanTech specializes in designing, engineering, manufacturing, and installing clean transportation fuel systems, with a focus on propane autogas technology for school buses. Attending this event will enhance our understanding of alternative fuel resources, improve our transportation services for students, and help reduce fuel costs. Studies indicate that propane can be less than half the cost of diesel. Attached is a case study based on Chenango Forks Central School District in Binghamton, New York.

#### **FISCAL IMPACT:**

None. All travel, accommodations, and meal expenses will be covered by ROUSH Clean Tech and A to Z Bus Sales.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve out of state conference attendance for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech Event in Livonia, Michigan, November 19-21, 2024 as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Event Info \(13 pages\)](#)

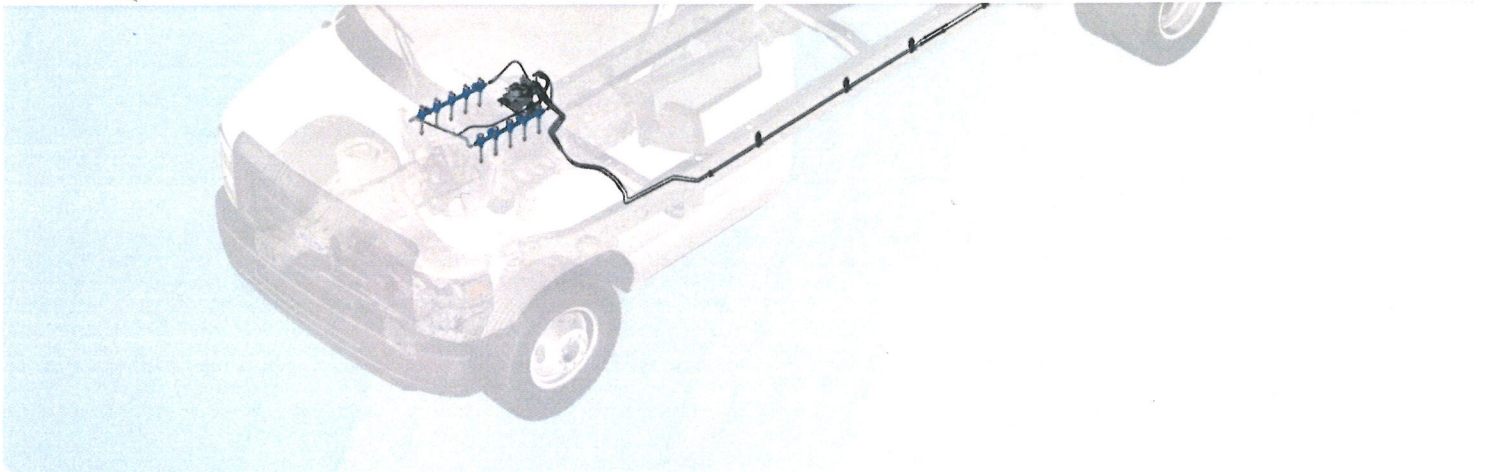


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CASE STUDIES CONTACT

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Propane autogas is a safe, domestically produced fuel with a robust infrastructure and economic and environmental benefits. It's the same fuel used to fuel familiar items, like backyard grills and residential water heaters. It's American-made with more than 90% of the nation's supply coming from the United States and an additional 7% from Canada.

## COST-CUTTING ECONOMIC SOLUTION

ROUSH CleanTech propane autogas fuel systems help fleet managers meet their primary goal of maintaining the lowest possible total cost of ownership. Historically, propane autogas costs about 40% less than gasoline and 50% less than diesel per gallon. [Maintenance service](#) and costs are reduced due to the fuel's clean operation. Propane removes the complexity and cost of after-treatment measures since it doesn't require additional fluids or filters; exhaust after-treatment or diesel emissions fluids; particulate trap systems; turbochargers or intercoolers.



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Propane Bus Grant (\$)

Propane Fuel Rebate (\$)

Diesel Bus Grant (\$)

EV Bus Grant (\$)

## CALCULATE YOUR SAVINGS!

### FUNDING OPPORTUNITIES AVAILABLE

Fleets can successfully transition to propane autogas without incentives, but funding further accelerates your savings. Since propane is classified as an alternative fuel by the Department of Energy, there are a number of incentive and funding programs to encourage adoption. These include federal and state grants, alternative fuel tax credits, Diesel Emissions Reduction Act (DERA) Program, Volkswagen’s Environmental Mitigation Trust and the federal Clean School Bus Program. To learn more, visit our funding page [here](#).

### SIGNIFICANT EMISSIONS REDUCTION

Vehicles that run on propane autogas emit fewer greenhouse gases, smog-producing hydrocarbons and particulate emissions than conventional fuels. Propane autogas is naturally much lower in nitrogen oxides than diesel and gasoline. Nitrogen oxide emissions are



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GHG Carbon Dioxide (CO <sub>2</sub> )	612	<1% ↓
GHG Methane (CH <sub>4</sub> )	0.03	70% ↓
GHG Nitrous Oxide (N <sub>2</sub> O)	0.02	80% ↓

According to the World LP Gas Association, vehicles fueled by propane autogas emit 96% less nitrogen oxides than diesel and 68% less than gasoline. And, according to a 2019 [West Virginia University study](#) with school buses, diesel emissions are 15 to 19 times higher than with propane.

ROUSH CleanTech propane engines are certified to either 0.05 g/bhp-hr or 0.02 g/bhp-hr, making them [up to 90% cleaner](#) than the EPA's strictest federal emissions standard.

## SAFE TO USE

Propane autogas is an approved clean alternative fuel under the Clean Air Act of 1990. There are more than 260,000 propane vehicles in the United States and over 27 million worldwide, including school buses, taxis, paratransit shuttles, and delivery and construction trucks. Other safety features include:



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## ONLINE SAFETY TRAINING COURSE

### THREE WAYS TO FILL-UP WITH PROPANE

Fueling with propane autogas is easy and takes about the same length of time as fueling with gasoline or diesel. Propane autogas offers multiple options for infrastructure setups that will keep your budget in check. There are three main ways to fuel propane vehicles.

1

**ONSITE PROPANE STATIONS** can easily take care of your fueling needs. Propane providers specialize in helping fleets choose the right fueling option based on your fleet size, routes, budget and facility space. Your local fuel supplier can install low or no-cost propane infrastructure with a fueling contract.



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KYRENE ELEMENTARY



ROUSH CLEANTECH





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# 3

**PUBLIC STATIONS** can be a solution for fleets with limited space. There are thousands of propane stations across the U.S. To find a station near you, visit the U.S. Energy Department's [Alternative Fuels Data Center](#).





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## DEDICATED PROPANE SYSTEM

ROUSH CleanTech vehicles come equipped with the necessary components to operate the vehicle. This includes a liquid propane autogas fuel system that consists of the fuel rail assembly, fuel line assembly, fuel tank assembly and the powertrain control system. These vehicles have the necessary hardened valves and valve seats installed directly from the factory.



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## STATE-OF-THE-ART TECHNOLOGY

With modern systems, propane remains in a liquid state until it gets to the cylinder, removing the cold-start issues associated with vapor technology propane systems of the past. ROUSH CleanTech's dedicated propane autogas fuel systems start immediately in weather as cold as negative -40 degrees Fahrenheit. Vehicles equipped with ROUSH CleanTech's propane autogas fuel systems retain equivalent horsepower, torque, towing capacity and warranty coverage as their gas and diesel counterparts. The Class 4-7 commercial vehicles can achieve a range of up to 350 miles and school buses up to 400 miles on a single fueling.

---

ROUSH CleanTech was the first ever company to develop a propane engine that brings emission



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## Case Study:

### School District's Budget Evaluation Leads to Cost-Reducing Propane School Buses

**District:** Chenango Forks Central School District  
**Industry:** Education  
**Location:** Binghamton, New York  
**Vehicles:** 2014 – 2019 Blue Bird Propane Vision, Type C school buses (17)  
**Fueling:** On-site propane autogas station

#### Challenge

With statewide budget cuts looming, a New York school district combed its school district's budget line by line to find ways to save.

#### By the Numbers

- 57 percent propane fueled fleet
- 17 propane buses
- Saving nearly 35 percent per propane gallon versus diesel

#### Evaluating Budgets

In 2011, Chenango Forks Central School District was faced with school budget cuts made across the state of New York. This spurred the district's Board of Education to take a closer look at the district's budget. They discovered that the annual cost for diesel fuel was alarmingly high, raising concern for a school district with three schools and 30 buses.

“With Chenango Forks Central School District's budget being cut, it was time to thoroughly review our district's costs line-by-line once again,” said Spyros Dimatos, school board president. “We couldn't believe how high the annual budget line item was for diesel fuel. We needed a solution to reduce this cost. With research, we found relief with propane school buses.”

#### Saving on Fuel

Chenango Forks Central School District began its adoption of propane school buses in 2012. Their first few propane buses were purchased with a rebate from the New York State Energy Research and Development Authority, and the state registered with the IRS to obtain alternative fuel tax credits. For the next six years, the school district purchased propane buses to replace diesel models. Its fleet now includes 17 Blue Bird Vision Propane school buses equipped with Ford engines and ROUSH CleanTech liquid propane fuel systems.

Chenango Forks Central School District's savings come in the form of fuel costs. On average, propane autogas costs up to 50 percent less than diesel. In October 2018, the district paid \$1.46 per gallon of propane compared with \$2.16 for diesel. In addition, the district capitalizes on federal tax credits.

With propane autogas, no exhaust after-treatment or diesel emissions fluids are required like with diesel to meet today's strict emissions regulations. Propane vehicles also don't need particulate trap systems, turbochargers and intercoolers. Plus, propane uses less engine oil. For example, an oil change for a Blue Bird Vision Propane school bus uses 7 quarts compared with over 17 quarts for a typical diesel engine. However, since an independent contractor maintains the buses, the district doesn't realize these savings.

### **Driving Performance and Feedback**

Chenango Forks Central School District is located in a river valley and most of its buses have at least two routes with hills. "It's imperative that our school buses maintain their power on hills. We weren't willing to compromise performance. We've found that our propane buses have more power than diesel buses, giving our drivers confidence," said Lloyd L. Peck, Ed.D., superintendent of schools. "In addition to the bus's power, the drivers value the lower noise level, their quick start and warm up time in cold weather, and the fact that there are no unpleasant fumes."

Propane buses have quieter engines. Vehicles fueled by propane autogas reduce noise levels by about 50 percent when compared to diesel, allowing drivers to focus more on the road ahead.

Due to the chemical properties of propane autogas, the propane buses warm up quicker and have had no cold start issues. These buses can start up in temperatures as low as -40 degrees Fahrenheit. "In January 2018, the diesel fuel in our last few diesel buses gelled," said Bernie McDermott, transportation director. "But we were able to get our students to school without concern as we had propane buses that started right up."

The district's drivers received training from ROUSH CleanTech on how to operate the propane buses. The district also provides a propane autogas manual to all drivers, holds safety meetings as needed, and has existing drivers help train new drivers.

The drivers have expressed other differences, too. There is a short waiting time for the engine to start — typically 7 to 15 seconds, but may be up to 45 seconds depending on conditions such as engine off time. With liquid propane, once the ignition key is used, the liquid propane autogas system runs a fuel flush process, which takes longer than starting a conventionally fueled vehicle. And when the drivers fuel the propane buses, it is a different hookup that takes a bit longer.

### **Fueling with Propane**

Propane autogas is part of a close-looped fueling system, meaning the propane is never exposed to air and won't spill during refill the way that gasoline and diesel can. However, fueling was the biggest challenge that the district had to overcome. "Until recently, there were no public propane fueling stations in our area," said McDermott. "The one that now exists is still too far away to be useful as it takes 4 gallons of propane to travel to and from the station."

Chenango Forks Central School District initially installed a 1,000-gallon tank located onsite at its bus garage next to existing pump stations. The fueling was slow. After a couple years they switched to a provider that was more knowledgeable about fueling propane buses. They replaced the tank and made other changes that increased refill time to 12 gallons per minute.

Recently the district added another 1,000-gallon tank to their station. They also are transitioning to the quick connect nozzle (often referred to as a Staubli) to make fueling simpler and quicker.

Knowing the hurdles of fueling with propane, the district allows a neighboring district with one propane bus to use its facility. Now when they discuss propane buses with other school districts, both Peck and Dimatos suggest propane station infrastructure be a part of the research and planning from the beginning. ROUSH CleanTech has helped hundreds of its customers find and partner with local fuel suppliers.

The school district has been pleased with its cost-cutting propane school buses. "For Chenango Forks Central School District, our propane school buses have been all wins," said Dimatos.

###

*About Blue Bird Corporation:* Blue Bird (Nasdaq: BLBD) is the leading independent designer and manufacturer of school buses, with more than 550,000 buses sold since its formation in 1927 and approximately 180,000 buses in operation today. Blue Bird's longevity and reputation in the school bus industry have made it an iconic American brand. Blue Bird distinguishes itself from its principal competitors by its singular focus on the design, engineering, manufacture and sale of school buses and related parts. As the only manufacturer of chassis and body production specifically designed for school bus applications, Blue Bird is recognized as an industry leader for school bus innovation, safety, product quality/reliability/durability, operating costs and drivability. In addition, Blue Bird is the market leader in alternative fuel applications with its propane-powered, electric-powered and compressed natural gas-powered school buses. Blue Bird manufactures school buses at two facilities in Fort Valley, Georgia. Its Micro Bird joint venture operates a manufacturing facility in Drummondville, Quebec, Canada. Service and after-

market parts are distributed from Blue Bird's parts distribution center located in Delaware, Ohio. For more information on Blue Bird's complete line of buses, visit [www.blue-bird.com](http://www.blue-bird.com).

*About ROUSH CleanTech:* ROUSH CleanTech, an industry leader of alternative fuel vehicle technology, is a division of Roush Enterprises based in Livonia, Michigan. ROUSH CleanTech designs, engineers, manufactures and installs propane autogas and electric fuel system technology for medium-duty Ford commercial vehicles and school buses, and compressed natural gas fuel systems for school buses. As a Ford QVM-certified alternative fuel vehicle manufacturer, ROUSH CleanTech delivers economical, clean and domestically produced fueling options for fleets across North America. Learn more at [ROUSHcleantech.com](http://ROUSHcleantech.com) or by calling 800.59.ROUSH.

*(Case study completed in 2019)*

**ROUSH CleanTech:**

Chelsea Uphaus

[tracy@tsncommunications.com](mailto:tracy@tsncommunications.com)

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478.822.2763

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Ratification of Request for Approval of Out of State Training Attendance (Mitchell)**

---

The Board's approval is requested for Rita Galvan, Director of Transportation Services, for attending the Microbird (Bluebird) training in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024. The purpose of the training at the Microbird (Bluebird) manufacturing plant was to gain firsthand insight into how these vehicles are built to provide the safest transportation for our students. For over 25 years, Bluebird has been the preferred make for Oxnard School District, ensuring the safe transport of students during home-to-school routes. The training also emphasized on electric fleets and associated infrastructure to prepare us for the transition to electric buses.

#### **FISCAL IMPACT:**

None. All travel, accommodations, and meal expenses were covered by Microbird (Bluebird).

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify the out of state training attendance for Rita Galvan, Director of Transportation Services, at the Microbird (Bluebird) plant in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024 as outlined above.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Actuarial Study of Retiree Health Liabilities (Mitchell/Núñez)**

---

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Actuarial Study of Retiree Health Liabilities \(31 pages\)](#)

**Oxnard School District**  
**Actuarial Study of**  
**Retiree Health Liabilities Under GASB 74/75**  
**Roll-forward Valuation**  
**Valuation Date: June 30, 2023**  
**Measurement Date: June 30, 2024**  
**For Fiscal Year-End: June 30, 2024**

*Prepared by:*  
*Total Compensation Systems, Inc.*

*Date: October 3, 2024*

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**Oxnard School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Oxnard School District to determine the liabilities associated with its current retiree health program as of a June 30, 2024 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2024. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2024 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2025 measurement date is provided on page 13.

**B. Key Results**

Oxnard SD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2024 will be used directly for the June 30, 2024 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2024 Measurement Date for June 30, 2024 Fiscal Year-End</i>	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$90,137,292	\$88,857,574
Fiduciary Net Position (FNP)	\$8,532,490	\$8,592,070
Net OPEB Liability (NOL)	\$81,604,802	\$80,265,504
Service Cost <i>(for year following)</i>	\$3,470,646	\$3,561,434
Estimated Pay-as-you-go Cost <i>(for year following)</i>	\$3,422,583	\$3,240,300
GASB 75 OPEB Expense <i>(for year ending)</i>	\$3,981,360	\$6,081,415

Refer to results section beginning on page 10 or the glossary on page 28 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2024 Measurement Date for June 30, 2024 Fiscal Year-End</i>	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>
Valuation Interest Rate	3.93%	3.65%
Expected Rate of Return on Assets	3.93%	3.65%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

## Total Compensation Systems, Inc.

### Portion of Key Measurements Due to Implicit Rate Subsidy

The implicit rate subsidy represents the difference between retiree premium rates and the underlying cost of retiree coverage. Because medical costs generally increase with age, the direct premium rate for pre-Medicare retirees will typically fall short of the underlying cost of retiree coverage when the premium rates are determined by blending active employees and pre-Medicare retirees. GASB 75 requires the underlying cost to be reflected in most cases, so OPEB actuaries develop age-adjusted costs to estimate the underlying cost of coverage solely for retirees.

Below is a breakdown of key measurements between the portion due to the employer share of retiree premiums and the portion due to the implicit rate subsidy. Although the two pieces are typically treated the same under GASB 75, the distinction can be important for planning purposes because the implicit rate subsidy will not be paid directly in the same way that the employer share of retiree premiums will be paid.

<b>June 30, 2024 Measurement Date</b>	<b>Portion due to Employer Share of Retiree Premium</b>	<b>Portion due to Implicit Rate Subsidy</b>	<b>Total</b>
Total OPEB Liability	\$69,370,876	\$20,766,416	\$90,137,292
Service Cost (for year following)	\$2,645,261	\$825,385	\$3,470,646

The following table shows the “pay as you go” projection of annual payments for the employer share of retiree health costs as well as the projected annual amount of the implicit rate subsidy. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes.

<b>Year Beginning July 1</b>	<b>Employer Share of Retiree Premium</b>	<b>Implicit Rate Subsidy</b>	<b>Total Projected Benefit Payments</b>
2023	\$2,511,948	\$678,093	\$3,190,041
2024	\$2,690,791	\$731,881	\$3,422,672
2025	\$2,936,256	\$855,952	\$3,792,208
2026	\$3,160,443	\$981,365	\$4,141,808
2027	\$3,408,400	\$1,034,892	\$4,443,292
2028	\$3,768,659	\$1,180,253	\$4,948,912
2029	\$4,184,062	\$1,324,885	\$5,508,947
2030	\$4,589,254	\$1,457,886	\$6,047,140
2031	\$4,807,716	\$1,642,127	\$6,449,843
2032	\$5,105,392	\$1,610,555	\$6,715,947

### C. Summary of GASB 75 Accounting Results

#### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2023 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2024 NOL. A more detailed version of this table can be found on page 12.

	<b>TOL</b>	<b>FNP</b>	<b>NOL</b>
<b>Balance at June 30, 2023 Measurement Date</b>	<b>\$88,857,574</b>	<b>\$8,592,070</b>	<b>\$80,265,504</b>
Service Cost	\$3,561,434	\$0	\$3,561,434
Interest on TOL / Return on FNP	\$3,249,162	\$218,072	\$3,031,090
Employer Contributions	\$0	\$2,724,658	(\$2,724,658)
Benefit Payments	(\$3,002,310)	(\$3,002,310)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	(\$237,990)	\$0	(\$237,990)
Changes in Assumptions	(\$2,290,578)	\$0	(\$2,290,578)
Other	\$0	\$0	\$0
Net Change	\$1,279,718	(\$59,580)	\$1,339,298
<b>Actual Balance at June 30, 2024 Measurement Date</b>	<b>\$90,137,292</b>	<b>\$8,532,490</b>	<b>\$81,604,802</b>

## Total Compensation Systems, Inc.

### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 25.

<b>Balances at June 30, 2024 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$13,645,932	(\$22,982,784)
Changes in assumptions	\$4,084,288	(\$12,939,394)
Differences between projected and actual return on assets	\$225,223	\$0
<b>Total</b>	<b>\$17,955,443</b>	<b>(\$35,922,178)</b>

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2025	\$3,600,859	(\$6,148,950)
2026	\$3,576,483	(\$6,148,950)
2027	\$3,432,415	(\$5,114,394)
2028	\$2,725,343	(\$4,240,169)
2029	\$2,305,465	(\$4,194,052)
Thereafter	\$2,314,878	(\$10,075,663)
<b>Total</b>	<b>\$17,955,443</b>	<b>(\$35,922,178)</b>

### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2024</b>	<i>Expense Component</i>
Service Cost	\$3,561,434
Interest Cost	\$3,249,162
Expected Return on Assets	(\$308,543)
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	(\$1,964,086)
Recognition of Assumption Change Deferrals	(\$677,923)
Recognition of Investment (Gain)/Loss Deferrals	\$121,316
Employee Contributions	\$0
Changes in Benefit Terms	\$0
<b>Net OPEB Expense for fiscal year ending June 30, 2024</b>	<b>\$3,981,360</b>

### 4. Adjustments

We are unaware of any adjustments that need to be made.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2024 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	\$88,765,129	\$71,105,142
Current Assumption	\$81,604,802	\$81,604,802
1% Increase in Assumption	\$75,179,243	\$93,722,290

# Total Compensation Systems, Inc.

## D. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to all OEA employees and non-OEA employees hired prior to July 1, 2012. Non-OEA employees hired on or after July 1, 2012 have no entitlement to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65 <sup>(1)</sup>	To age 69	To age 65 <sup>(1)</sup>
Required Service	8 years <sup>(2)</sup>	15 years <sup>(3)</sup>	8 years <sup>(2)</sup>	8 years <sup>(2)</sup>
Minimum Age	55	55	55	55
Dependent Coverage	No <sup>(4)</sup>	Yes	Yes	No <sup>(4)</sup>
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement <sup>(5)</sup>	None	None

<sup>(1)</sup>To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

<sup>(2)</sup>This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

<sup>(3)</sup>For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

<sup>(4)</sup>Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

<sup>(5)</sup>Affects CSEA members who were employed on or after 8/1/05.

## E. Summary of Valuation Data

Because this is a roll-forward valuation, this report is based on census data previously provided to us as of August, 2023 for the June 30, 2023 full valuation. Distributions of participants by age and service can be found on page 18. For non-lifetime benefits, the active count below excludes employees for whom it was not possible to receive retiree benefits (e.g. employees who were already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Valuation Year</b>
	<i>June 30, 2023 Valuation Date</i>
	<i>June 30, 2024 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>	
Count	1010
Average Age	47.9
Average Years of Service	17.5
<b>Retirees currently receiving benefits</b>	
Count	230
Average Age	64.5

We were not provided with information about any terminated, vested employees.

## Total Compensation Systems, Inc.

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### F. Certification

The actuarial information in this report is intended solely to assist Oxnard SD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Oxnard SD. Release of this report may be subject to provisions of the Agreement between Oxnard SD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2023 to June 30, 2024, using a measurement date of June 30, 2024. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Oxnard SD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of



## Total Compensation Systems, Inc.

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Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Will Kane, FSA, EA, MAAA  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700

## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each future year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid in any future year is zero if the participant will not be eligible. The participant will not be eligible if s/he will not have met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2024 at 3.93% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2024 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

## Total Compensation Systems, Inc.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

# Total Compensation Systems, Inc.

## F. Valuation Results

This section details the measured values of the concepts described on the previous pages. Because this is a roll-forward valuation, the results shown in this section do not match the overall results as of the measurement date.

### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

#### **Actuarial Present Value of Projected Benefit Payments as of June 30, 2023 Valuation Date**

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Active: Pre-65 Benefit	\$84,138,318	\$59,000,400	\$20,532,099	\$3,084,965	\$1,520,854
Post-65 Benefit	\$29,065,361	\$23,373,702	\$4,263,572	\$1,123,451	\$304,636
Subtotal	\$113,203,679	\$82,374,102	\$24,795,671	\$4,208,416	\$1,825,490
Retiree: Pre-65 Benefit	\$7,334,060	\$3,780,152	\$3,304,139	\$249,769	\$0
Post-65 Benefit	\$5,812,049	\$3,466,759	\$2,224,981	\$120,309	\$0
Subtotal	\$13,146,109	\$7,246,911	\$5,529,120	\$370,078	\$0
Grand Total	\$126,349,788	\$89,621,013	\$30,324,791	\$4,578,494	\$1,825,490
Subtotal Pre-65 Benefit	\$91,472,378	\$62,780,552	\$23,836,238	\$3,334,734	\$1,520,854
Subtotal Post-65 Benefit	\$34,877,410	\$26,840,461	\$6,488,553	\$1,243,760	\$304,636

### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

#### **Service Cost Valuation Year Beginning July 1, 2023**

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
# of Eligible Employees	1,010	674	286	32	18
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$2,507,792	\$1,866,980	\$526,526	\$71,680	\$42,606
Post-65 Benefit	\$869,966	\$750,162	\$88,088	\$24,192	\$7,524
Total	\$3,377,758	\$2,617,142	\$614,614	\$95,872	\$50,130

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

## Total Compensation Systems, Inc.

### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2023 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Active: Pre-65 Benefit	54,787,064	\$35,644,942	\$15,605,400	\$2,440,467	\$1,096,255
Active: Post-65 Benefit	\$18,817,190	\$14,091,134	\$3,569,594	\$916,018	\$240,444
Subtotal	\$73,604,254	\$49,736,076	\$19,174,994	\$3,356,485	\$1,336,699
Retiree: Pre-65 Benefit	\$7,334,274	\$3,780,253	\$3,304,249	\$249,772	\$0
Retiree: Post-65 Benefit	\$5,812,144	\$3,466,814	\$2,225,019	\$120,311	\$0
Subtotal	\$13,146,418	\$7,247,067	\$5,529,268	\$370,083	\$0
Subtotal: Pre-65 Benefit	\$62,121,338	\$39,425,195	\$18,909,649	\$2,690,239	\$1,096,255
Subtotal: Post-65 Benefit	\$24,629,334	\$17,557,948	\$5,794,613	\$1,036,329	\$240,444
Total OPEB Liability (TOL)	\$86,750,672	\$56,983,143	\$24,704,262	\$3,726,568	\$1,336,699
Fiduciary Net Position as of June 30, 2023	\$8,592,070				
Net OPEB Liability (NOL)	\$78,158,602				

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *inaccurate*. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
2023	\$3,190,041	\$1,767,887	\$1,344,442	\$77,712	\$0
2024	\$3,422,672	\$1,960,091	\$1,346,744	\$107,984	\$7,853
2025	\$3,792,208	\$2,217,095	\$1,406,628	\$149,519	\$18,966
2026	\$4,141,808	\$2,441,451	\$1,490,029	\$182,552	\$27,776
2027	\$4,443,292	\$2,646,968	\$1,546,175	\$201,050	\$49,099
2028	\$4,948,912	\$2,990,782	\$1,627,068	\$247,104	\$83,958
2029	\$5,508,947	\$3,359,668	\$1,741,684	\$289,598	\$117,997
2030	\$6,047,140	\$3,727,962	\$1,829,165	\$338,748	\$151,265
2031	\$6,449,843	\$4,176,433	\$1,783,168	\$307,501	\$182,741
2032	\$6,715,947	\$4,476,926	\$1,738,143	\$342,658	\$158,220

## Total Compensation Systems, Inc.

### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2023 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2024 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2023</b>	<b>\$88,857,574</b>	<b>\$8,592,070</b>	<b>\$80,265,504</b>
Service Cost	\$3,561,434	\$0	\$3,561,434
Interest on Total OPEB Liability	\$3,249,162	\$0	\$3,249,162
Expected Investment Income	\$0	\$308,543	(\$308,543)
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$2,724,658	(\$2,724,658)
Employer Contributions as Benefit Payments	\$0	\$0	\$0
Actual Benefit Payments from Trust	(\$3,002,310)	(\$3,002,310)	\$0
Actual Benefit Payments from Employer	\$0	\$0	\$0
Expected Minus Actual Benefit Payments**	(\$237,990)	\$0	(\$237,990)
<b>Expected Balance at June 30, 2024</b>	<b>\$92,427,870</b>	<b>\$8,622,961</b>	<b>\$83,804,909</b>
Experience (Gains)/Losses	\$0	\$0	\$0
Changes in Assumptions	(\$2,290,578)	\$0	(\$2,290,578)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$90,471)	\$90,471
Other	\$0	\$0	\$0
Net Change during 2024	\$1,279,718	(\$59,580)	\$1,339,298
<b>Actual Balance at June 30, 2024*</b>	<b>\$90,137,292</b>	<b>\$8,532,490</b>	<b>\$81,604,802</b>

\* May include a slight rounding error.

\*\* Deferrable as an Experience Gain or Loss.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown beginning on page 25. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2024

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	(\$11,062,948)	(\$237,990)	\$1,964,086	(\$9,336,852)
Assumption Changes	(\$7,242,451)	(\$2,290,578)	\$677,923	(\$8,855,106)
Investment (Gains)/Losses	\$256,068	\$90,471	(\$121,316)	\$225,223
Deferred Balances	(\$18,049,331)	(\$2,438,097)	\$2,520,693	(\$17,966,735)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

### OPEB Expense Fiscal Year Ending June 30, 2024

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$80,265,504	\$81,604,802	\$1,339,298
Deferred Balances	(\$18,049,331)	(\$17,966,735)	\$82,596
Net Position	\$98,314,835	\$99,571,537	\$1,256,702
Adjust Out Employer Contributions			\$2,724,658
OPEB Expense			\$3,981,360

# Total Compensation Systems, Inc.

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## H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Oxnard SD will be a full valuation with a measurement date of June 30, 2025 which will be used for the fiscal year ending June 30, 2025.



**PART III: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

**A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

## Total Compensation Systems, Inc.

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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 3.93% per year net of expenses. This is based on assumed long-term return on employer assets.. We used the “Building Block Method”. (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

**TREND:** We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

**FIDUCIARY NET POSITION (FNP):** The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

#### **Fiduciary Net Position as of June 30, 2024**

	<u>06/30/2023</u>	<u>06/30/2024</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$3,776,658	\$0
Total Investments	\$4,815,413	\$8,532,490
Capital Assets	\$0	\$0
Total Assets	\$8,592,070	\$8,532,490
Benefits Payable	\$0	\$0
Fiduciary Net Position	\$8,592,070	\$8,532,490

## Total Compensation Systems, Inc.

### **C. NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2020 CalSTRS Mortality
Classified	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2021 CalPERS Mortality for Miscellaneous and Schools Employees

#### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
School Services	2020 CalSTRS 2.0% @60 Rates
Classified	2021 CalPERS 2.0% @55 Rates for Schools Employees
Miscellaneous	2021 CalPERS 2.0% @55 Rates for Schools Employees

#### **COSTS FOR RETIREE COVERAGE**

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 53.0% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	Employer portion of premium: \$17,833 Implied rate subsidy: \$8,628	\$10,774
Classified	Employer portion of premium: \$13,565 Implied rate subsidy: \$6,558	\$7,191
Management	Employer portion of premium: \$17,833 Implied rate subsidy: \$8,628	\$10,774
School Services	Employer portion of premium: \$13,565 Implied rate subsidy: \$6,558	\$7,191

#### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

#### **TURNOVER**

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2020 CalSTRS Termination Rates
Classified	2021 CalPERS Turnover for School Employees
Miscellaneous	2021 CalPERS Turnover for School Employees

#### **SPOUSE PREVALENCE**

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

#### **SPOUSE AGES**

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

#### **AGING FACTORS**

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.



# Total Compensation Systems, Inc.

## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Under 25	3	3	0	0	0
25 – 29	26	26	0	0	0
30 – 34	69	63	5	1	0
35 – 39	98	67	29	1	1
40 – 44	178	117	52	6	3
45 – 49	194	138	49	3	4
50 – 54	179	117	48	9	5
55 – 59	166	86	67	9	4
60 – 64	81	49	30	2	0
65 and older	16	8	6	1	1
<b>Total</b>	<b>1010</b>	<b>674</b>	<b>286</b>	<b>32</b>	<b>18</b>

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	3	3						
25 – 29	26	20	6					
30 – 34	69	19	36	13	1			
35 – 39	98	5	17	50	21	5		
40 – 44	178	15	21	45	64	31	2	
45 – 49	194	7	19	22	56	68	20	2
50 – 54	179	3	17	15	31	52	53	8
55 – 59	166	2	9	19	31	37	44	20
60 – 64	81	4	6	8	15	16	21	4
65 and older	16		2		2	4	6	2
<b>Total</b>	<b>1010</b>	<b>78</b>	<b>133</b>	<b>172</b>	<b>221</b>	<b>213</b>	<b>146</b>	<b>34</b>

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Under 50	0	0	0	0	0
50 – 54	1	0	1	0	0
55 – 59	15	9	6	0	0
60 – 64	82	37	43	2	0
65 – 69	131	73	55	3	0
70 – 74	0	0	0	0	0
75 – 79	0	0	0	0	0
80 – 84	1	0	0	1	0
85 – 89	0	0	0	0	0
90 and older	0	0	0	0	0
<b>Total</b>	<b>230</b>	<b>119</b>	<b>105</b>	<b>6</b>	<b>0</b>

### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD's practices, it is possible that Oxnard SD is already complying with some or all of these suggestions.

- We suggest that Oxnard SD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	230
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1010
Total Number of participants	1240

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2017 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2021 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.



# Total Compensation Systems, Inc.

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## Turnover Tables

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2021 CalPERS Turnover for School Employees
Disclosure	The turnover assumptions are based on the 2021 CalPERS Turnover for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$71,105,142	\$81,604,802	\$93,722,290

## **Paragraph 53:**

### **Discount Rate**

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.93% was used in the valuation. The interest rate used in the prior valuation was 3.65%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 19 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2024 resulting in a rate of 3.93%.

53.e: We used the municipal bond rate beyond 3 years to result in an equivalent valuation rate of 3.93%.

53.f: Following is the assumed asset allocation and assumed rate of return for each.

## Total Compensation Systems, Inc.

### Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.2500
Long-Term Corporate Bonds	30.0000	5.0450
Long-Term Government Bonds	30.0000	4.2500
Short-Term Government Bonds	10.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$88,765,129	\$81,604,802	\$75,179,243

**Paragraph 55:**      **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

**Paragraph 56:**      **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2023.

The measurement date is June 30, 2024.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 3.65% to 3.93%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

**Paragraph 57:**      **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

## **Total Compensation Systems, Inc.**

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**Paragraph 58:**            **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

**Paragraph 244:**        **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

**APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES**

**EXPERIENCE GAINS AND LOSSES**

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Experience Gains and Losses  
(Measurement Periods)**

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2023	Amounts to be Recognized in OPEB Expense after 2024							
				2024	2025	2026	2027	2028	2029	Thereafter	
2017-18	(\$85,492)	10.2	(\$50,292)	(\$8,382)	(\$26,818)	(\$8,382)	(\$8,382)	(\$8,382)	(\$1,672)		
2018-19	(\$14,483,694)	8.4	(\$8,621,250)	(\$1,724,250)	(\$4,138,194)	(\$1,724,250)	(\$1,724,250)	(\$689,694)			
2019-20	\$28,855	8.4	\$13,744	\$3,436	\$11,675	\$3,436	\$3,436	\$3,436	\$1,367		
2020-21	\$22,613,807	10	\$6,784,143	\$2,261,381	\$13,568,283	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,378
2021-22	\$94,252	10	\$18,852	\$9,426	\$65,974	\$9,426	\$9,426	\$9,426	\$9,426	\$9,426	\$18,844
2022-23	(\$23,566,124)	9.5	(\$2,480,645)	(\$2,480,645)	(\$18,604,834)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$6,201,609)
2023-24	(\$237,990)	9.5	\$0	(\$25,052)	(\$212,938)	(\$25,052)	(\$25,052)	(\$25,052)	(\$25,052)	(\$25,052)	(\$87,678)
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$4,335,448)</b>	<b>(\$1,964,086)</b>	<b>(\$9,336,852)</b>	<b>(\$1,964,086)</b>	<b>(\$1,964,086)</b>	<b>(\$929,530)</b>	<b>(\$235,195)</b>	<b>(\$234,890)</b>	<b>(\$4,009,065)</b>

# Total Compensation Systems, Inc.

## CHANGES OF ASSUMPTIONS

### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2023	Amounts to be Recognized in OPEB Expense after 2024							
				2024	2025	2026	2027	2028	2029	Thereafter	
2017-18	(\$2,267,105)	10.2	(\$1,333,596)	(\$222,266)	(\$711,243)	(\$222,266)	(\$222,266)	(\$222,266)	(\$44,445)		
2018-19	\$1,654,667	8.4	\$984,925	\$196,985	\$472,757	\$196,985	\$196,985	\$78,787			
2019-20	\$8,408,860	8.4	\$4,004,220	\$1,001,055	\$3,403,585	\$1,001,055	\$1,001,055	\$1,001,055	\$400,420		
2020-21	\$346,578	10	\$103,974	\$34,658	\$207,946	\$34,658	\$34,658	\$34,658	\$34,658	\$34,658	\$34,656
2021-22	(\$13,512,255)	10	(\$2,702,452)	(\$1,351,226)	(\$9,458,577)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$2,702,447)
2022-23	(\$912,140)	9.5	(\$96,015)	(\$96,015)	(\$720,110)	(\$96,015)	(\$96,015)	(\$96,015)	(\$96,015)	(\$96,015)	(\$240,035)
2023-24	(\$2,290,578)	9.5	\$0	(\$241,114)	(\$2,049,464)	(\$241,114)	(\$241,114)	(\$241,114)	(\$241,114)	(\$241,114)	(\$843,894)
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$961,056</b>	<b>(\$677,923)</b>	<b>(\$8,855,106)</b>	<b>(\$677,923)</b>	<b>(\$677,923)</b>	<b>(\$796,121)</b>	<b>(\$1,297,722)</b>	<b>(\$1,653,697)</b>	<b>(\$3,751,720)</b>

## Total Compensation Systems, Inc.

### INVESTMENT GAINS AND LOSSES

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2023	2024	Amounts to be Recognized in OPEB Expense after 2024	2025	2026	2027	2028	2029	Thereafter
2019-20	\$136,985	5	\$109,588	\$27,397	\$0						
2020-21	\$121,864	5	\$73,119	\$24,373	\$24,372	\$24,372					
2021-22	\$129,356	5	\$51,744	\$25,872	\$51,740	\$25,872	\$25,868				
2022-23	\$127,893	5	\$25,579	\$25,579	\$76,735	\$25,579	\$25,579	\$25,577			
2023-24	\$90,471	5	\$0	\$18,095	\$72,376	\$18,095	\$18,095	\$18,095	\$18,091		
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$260,030</b>	<b>\$121,316</b>	<b>\$225,223</b>	<b>\$93,918</b>	<b>\$69,542</b>	<b>\$43,672</b>	<b>\$18,091</b>	<b>\$0</b>	<b>\$0</b>

# Total Compensation Systems, Inc.

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## APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

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

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#### **Establishment**

5 positions of eight hours 183-day Transportation Drivers to be established at Transportation. This positions will be establish to support the needs and consistency for our Special Education Students.  
Position - 12722    Position - 12735    Position - 12736    Position - 12737    Position - 12738

A five hour 246 day Custodian position number 12740 to be established at Brekke School. This position will be established to assist with cleaning for the After School Program.

A six hour 246 day Custodian position number 12741 to be established at Chavez School. This position will be established to assist with cleaning for the After School Program.

A six hour 246 day Custodian position number 12742 to be established at Curren School. This position will be established to assist with After School Program cleaning.

A six hour 246 day Custodian position number 12743 to be established at Driffill School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12744 to be established at Elm School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12764 to be established at Frank Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12745 to be established at Fremont Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12746 to be established at Kamala School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12747 to be established at Lopez Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12748 to be established at Marina West School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12749 to be established at Marshall School. This position will be established to assist with After School Program cleaning.

A four hour 246 day Custodian position number 12750 to be established at McAuliffe School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12751 to be established at McKinna School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12752 to be established at Ramona School. This position will be established to assist with After School Program cleaning.

A four hour 246 day Custodian position number 12753 to be established at Ritchen School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12754 to be established at Rose Avenue School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12755 to be established at Sierra Linda School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12756 to be established at Soria School. This position will be established to assist with After School Program cleaning.

An eight hour 183 day Music Instructor position number 12758 to be established at Marshall School. This position will be established to support implementation of Prop 28.

An eight hour 183 day Music Instructor position number 12759 to be established at Elm School. This position will be established to support implementation of Prop 28.

### **Increase in Hours**

A five hour and forty-five 183-day Paraeducator Special Education position number 9204 to be established at Ramona School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 7242 to be established at Driffill School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 488 to be established at Elm School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 2228 to be established at Fremont School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 9779 to be established at Fremont School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

**FISCAL IMPACT:**

Cost for 5 Transportation Driver positions \$ 317,555.00 LCFF funds (Establish positions)

Cost for 18 Custodian positions \$919,696.00 ELOP funds (Establish positions)

Cost for 2 Music Teacher positions \$205,886.00 Prop 28- Arts and Music fund (Establish positions)

Cost for 5 Paraeducator Special Education position \$27,641.00 SPED funds (Increase of Hours)

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of hours of positions as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 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 Action Item 11.06.2024 \(2 pgs\).pdf](#)  
[Certificated Action Item 11.06.2024 \(1 pg\).pdf](#)

**New Hires**

Alonzo, Mayra J	Office Assistant II, 5.75 hrs./203 days	10/07/2024
Barragan, Ivan M	Paraeducator – Special Education, 5.75 hrs./183 days	10/01/2024
Barrios, Teresita L	Health Care Technician, 8 hrs./183 days	10/14/2024
Castillo, Gerardo	Custodian, 8 hrs./246 days	09/30/2024
Duran, Alma R	Office Assistant II, 8 hrs./246 days	10/17/2024
Herrera, Bobby J	After School Program Site Coordinator, 8 hrs./246 days	10/14/2024
Herrera, Joseph A	Custodian, 8 hrs./246 days	10/15/2024
Maifea, Kailani L	Paraeducator – Special Education, 5.75 hrs./183 days	10/07/2024
Martinez Cruz, Nadia	Paraeducator – Special Education, 5.75 hrs./183 days	09/25/2024
O’Friel, Dana	Paraeducator – Special Education, 5.75 hrs./183 days	10/01/2024
Orozco, Rocio	After School Program Site Coordinator, 8 hrs./246 days	10/01/2024
Perez, Alondra T	Campus Assistant, 5.75 hrs./180 days	10/01/2024
Quezada, Carolina S	Paraeducator – General Education, 6 hrs./183 days	10/02/2024
Ramos, Carla J	Paraeducator – Special Education, 5.75 hrs./183 days	10/07/2024
Reynolds, Hope T	Health Care Technician, 7 hrs./183 days	10/14/2024
Rivas, Christopher	Custodian, 6 hrs./246 days	10/08/2024
Torres, Daniela	After School Program Site Coordinator, 8 hrs./246 days	10/08/2024
Torres, Jazmine	Campus Assistant, 5.75 hrs./180 days	10/02/2024
Torres, Maria G	Secretary, 8 hrs./246 days	10/07/2024
Yarbrough, Abby J	Paraeducator – Special Education, 5.75 hrs./183 days	10/07/2024
Zufolo, Tess D	Paraeducator – Special Education, 5.75 hrs./183 days	10/08/2024

**Exempt**

Kiorlinski, Chritopher	AVID Tutor (Substitute)	10/03/2024
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**Limited Term/Substitutes**

Arevalo, Jose Luis	Child Nutrition Worker (Substitute)	09/23/2024
Armenta, Yamila I	Paraeducator (Substitute)	10/14/2024
Barocio, Jorge I	Paraeducator (Substitute)	09/24/2024
Barragan, Ivan M	Paraeducator (Substitute)	09/30/2024
Brown, Dominic C	Paraeducator (Substitute)	10/02/2024
Browning, TreQuawn M	Paraeducator (Substitute)	10/08/2024
Castro De Zabala, Maria A	Child Nutrition Worker (Substitute)	09/23/2024
Cervantes, Deysi	Paraeducator (Substitute)	09/25/2024
Dale, Sharon A	Paraeducator (Substitute)	09/26/2024
Dominguez, Stephanie	Paraeducator (Substitute)	10/01/2024
Flores, Saray	Paraeducator (Substitute)	10/01/2024
Godinez Zamora, Olga X	Child Nutrition Worker (Substitute)	09/23/2024
Luciano, Lizeth	Paraeducator (Substitute)	10/14/2024
Martinez Cruz, Nadia	Paraeducator (Substitute)	09/16/2024
Massion, Andrea	Paraeducator (Substitute)	09/25/2024
Molina, Nayely	Paraeducator (Substitute)	10/14/2024
Montes Caballero, Daniel	Clerical (Substitute)	10/15/2024
Nonamegiven, Murbiyana	Child Nutrition Worker (Substitute)	09/11/2024
Ramos, Carla J	Paraeducator (Substitute)	09/16/2024

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

Santander, Victor A	Transportation Driver (Substitute)	10/01/2024
Sugmad, Elizabeth A	Paraeducator (Substitute)	09/30/2024
Vasquez, Jennifer	Paraeducator (Substitute)	09/26/2024
Zufolo, Tess D	Paraeducator (Substitute)	10/07/2024

**Reinstatements**

Perez, Luzmila S	Transportation Driver, 5.5 hrs./183 days	10/01/2024
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**Promotions**

Ambriz, Noemi	Secretary, 8 hrs./246 days	09/23/2024
Canizalez, Usbaldo	Office Assistant II, 8 hrs./246 days After School Program Site Coordinator, 8 hrs./246 days	10/07/2024
Marquez, Miguel De Jesus	Paraeducator II, 5.75 hrs./183 days Attendance Accounting Technician, 8 hrs./210 days Office Assistant II 8 hrs./203 days	09/25/2024

**Transfers**

Alfaro, Noelia V	Campus Assistant, 5.75 hrs./180 days	10/28/2024
Baca, Julianna V	Paraeducator – Special Education, 8 hrs./183 days	10/15/2024
Compian, Anne M	Paraeducator – Special Education, 8 hrs./183 days	09/30/2024
Culverson, Jean	Campus Assistant, 5.75 hrs./180 days	10/21/2024
Franco, Monique A	Paraeducator – Special Education, 5.75 hrs./183 days	09/30/2024
Govea, Fabiola	Child Nutrition Worker, 5.5 hrs./185 days	09/24/2024

**Increase in Hours**

Lopez, Monserrat L	Paraeducator – Special Education, 5.75 hrs./183 days	09/27/2024
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**Resignations**

Canchola, Melissa	Paraeducator – Special Education, 5.75 hrs./183 days	10/11/2024
Durazo, Melina J	Paraeducator – Special Education, 5.75 hrs./183 days	09/16/2024
Garcia de Ruiz, Claudia E	Paraeducator – Special Education, 5.75 hrs./183 days	10/01/2024
Herrera, Bobby J	After School Program Site Coordinator, 8 hrs./246 days	10/18/2024
Lopez, Janessa N	Paraeducator II, 5.75 hrs./183 days	10/09/2024
Neria, Areli	Office Assistant II 8 hrs./203 days	09/25/2024
Pamatz, Aaron	Paraeducator III 5.75 hrs./183 days	10/14/2024
Reyes, Angel E	Paraeducator – Special Education, 5.75 hrs./183 days	10/18/2024
Segura, Elizabeth Q	Speech Language Pathology Assistant, 8 hrs./183 days	10/17/2024
Trejo, Laura G	Paraeducator – Special Education, 5.75 hrs./183 days	09/30/2024

**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**

Faught, Liza	Speech Language Pathologist	2024/2025 School Year
Montero, Patricia	Intervention Service Provider	2024/2025 School Year
Ayala, Melyssa	Substitute Teacher	2024/2025 School Year
Barragan, Stephanie	Substitute Teacher	2024/2025 School Year
Beltran, Aris	Substitute Teacher	2024/2025 School Year
Canchola, Melissa	Substitute Teacher	2024/2025 School Year
Castellon, Kelly	Substitute Teacher	2024/2025 School Year
Everton, Jacqueline	Substitute Teacher	2024/2025 School Year
Garcia, Alexis	Substitute Teacher	2024/2025 School Year
Guzman, Alexandra	Substitute Teacher	2024/2025 School Year
Herrera, Bobby	Substitute Teacher	2024/2025 School Year
Lee, Claudia	Substitute Teacher	2024/2025 School Year
Lipman, Richard	Substitute Teacher	2024/2025 School Year
Lomax, Francisco	Substitute Teacher	2024/2025 School Year
Lopez, Carmen	Substitute Teacher	2024/2025 School Year
Murias Aispuro, Berenice	Substitute Teacher	2024/2025 School Year
Sanchez, Bianca	Substitute Teacher	2024/2025 School Year
Sanchez, Lucia	Substitute Teacher	2024/2025 School Year
Sierra Flores, Eduardo	Substitute Teacher	2024/2025 School Year
Smith, Kimberly	Substitute Teacher	2024/2025 School Year
Suarez, Norma	Substitute Teacher	2024/2025 School Year
Vargas, Maria Rosario	Substitute Teacher	2024/2025 School Year
Villareal, Saul Alejandro	Substitute Teacher	2024/2025 School Year

**Resignations**

Lee, Albert	Teacher, SPED	October 1, 2024
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Change Order #004 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023 the Board entered into an agreement with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

This Change Order is requested to address the requirement to provide a concrete housekeeping pad to support the new electrical switchgear for the new classrooms.

#### **FISCAL IMPACT:**

\$3,413.23 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 with Viola Constructors.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #004 \(2 Pages\)](#)

[Proposal \(8 Pages\)](#)

[Agreement #22-238, Viola Constructors \(6 pages\)](#)





# CHANGE ORDER

**Date: 11-06-2024**

**CHANGE ORDER NO. 004**

**PROJECT: Drifill Elementary School ECDC**  
**O.S.D. BID No. N/A**  
**O.S.D. Agreement No. 22-238**

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

**ARCHITECT Flewelling & Moody**  
 99 South Lake Ave. #300  
 Pasadena, CA 91101

**CONTRACTOR: Viola Constructors**  
 5811 Olivas Park Dr. #204  
 Ventura, CA 93003  
**Attn: Mr. Michael Viola**

**Architects Proj. No.: 3057.0000**  
**D.S.A. File No.: 56-22**  
**D.S.A. App. No.: 03-123351**

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

<b>ORIGINAL CONTRACT SUM</b> .....	<b>\$ 3,462,000.00</b>
<b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....	<b>\$ (166,671.27)</b>
<b>ADJUSTED CONTRACT SUM</b> .....	<b>\$ 3,295,328.73</b>
<b>NET CHANGE</b> .....	<b>\$ 3,413.23</b>

**Total Change Orders to Date: .....** **\$ (163,258.04)**

**ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 004.....** **\$ 3,298,741.95**

**Anticipated Commencement Date.....** **November 01, 2023**

**Actual Commencement Date: .....** **November 01, 2023**

**Original Completion Date: .....** **August 30, 2024**

**Original Contract Time: .....** **307 Calendar Days**

**Time Extension for all Previous Change Orders: .....** **Zero Days**

**Time Extension for this Change Order: .....** **Zero Days**

**Adjusted Completion Date: .....** **August 30, 2024**

**Percentage .....** **Zero Percent (0%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Provide concrete housekeeping pad for outdoor electrical switchgear per RFI #11 response			\$3,413.23	
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. 004 ..... \$3,413.23

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

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

DEPUTY SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL – N/A

DATE: \_\_\_\_\_



**PCO #004**

Viola Incorporated  
 5811 Olivas Park Dr, Suite 204  
 Ventura, California 93003  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 23-29 - Drifill New PK, TK and Kindergarten Classroom  
 910 South E Street  
 Oxnard , California 93030

**Prime Contract Potential Change Order #004: CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011**

<b>TO:</b>	Oxnard School District 1051 South A Street Oxnard, California 93030	<b>FROM:</b>	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	1 - Drifill New PK, TK and Kindergarten Classroom
<b>REQUEST RECEIVED FROM:</b>	Donald Simington (DJS General Contracting, Inc.)	<b>CREATED BY:</b>	Patrick Waid (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	9/27/2024
<b>REFERENCE:</b>	CE 007	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	Yes	<b>CHANGE ORDER REQUEST:</b>	#004 - CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011
<b>LOCATION:</b>	Drifill Elementary School	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$3,413.23

**POTENTIAL CHANGE ORDER TITLE:** CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011

Additional costs to install footings rebar and concrete to support electrical panel DP in accordance with RFI 011

**ATTACHMENTS:**

[CO#2 DJS.pdf](#)

#	Budget Code	Description	Amount
1	03-30-00.S Cast-in-Place Concrete.Commitment	Footings and pad for electrical DP	\$3,110.39
<b>Subtotal:</b>			<b>\$3,110.39</b>
Fee (6.00% Applies to all line item types.):			\$186.62
Insurance (2.50% Applies to all line item types.):			\$82.43
Bond (1.00% Applies to all line item types.):			\$33.79
<b>Grand Total:</b>			<b>\$3,413.23</b>

**Jun Tanaka (Flewelling & Moody)**

**Oxnard School District**  
 1051 South A Street  
 Oxnard, California 93030

**Viola Inc.**

5811 Olivas Park Dr. Ste 204  
 Ventura, California 93003

DocuSigned by:

*Patrick Waid*

9/27/2024

AB0FAE16E6E4413...

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



**4615 Industrial Street Unit 1G**  
**Simi Valley, CA 93063**  
**P: (805)584-2714 F: (805)584-2023**  
**C/L #776402**  
**DIR#1000012744**

**GENERAL CONTRACTING, INC**  
COMMERCIAL CONCRETE SPECIALISTS

# CHANGE ORDER REQUEST

Date	8/19/24
DJS COR#	2

General Contractor: Viola, Inc

Job: Drifill ES

847-23

<b>Description:</b>	Additional cost to install electrical housekeeping pad.

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
08/19/24	Carpenter		1	ST	8.00	8.00	\$ 87.27	\$ 698.16
08/20/24	Carpenter Foreman		1	ST	2.00	2.00	\$ 90.73	\$ 181.46
08/20/24	Carpenter		1	ST	8.00	8.00	\$ 87.27	\$ 698.16
08/20/24	Carpenter		1	ST	2.00	2.00	\$ 87.27	\$ 174.54
08/20/24	Carpenter		1	ST	2.00	2.00	\$ 87.27	\$ 174.54
				ST		0.00	\$ -	\$ -
<b>TOTAL LABOR</b>								<b>\$ 1,926.86</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
08/20/24	Materials	State Ready Mix: 2 yards	1.00	\$ 777.83	\$ 777.83
					\$ -
					\$ -
<b>TOTAL EQUIPMENT MATERIALS</b>					<b>\$ 777.83</b>

SUMMARY	
<b>TOTAL LABOR COSTS</b>	<b>\$ 1,926.86</b>
Overhead & Profit 15%	\$ 289.03
<b>Sub Total:</b>	<b>\$ 2,215.89</b>
<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>	<b>\$ 777.83</b>
Overhead & Profit 15%	\$ 116.67
<b>Sub Total:</b>	<b>\$ 894.50</b>
<b>TOTAL FOR LABOR, MATERIAL AND EQUIPMENT</b>	<b>\$ 3,110.39</b>
	\$0.00
<b>CHANGE ORDER TOTAL</b>	<b>\$ 3,110.39</b>



DJS General Contracting, Inc  
4615 Industrial Street, Unit 1G  
Simi Valley, California 93063  
P: +18055842714

### T&M Ticket #4

<b>Performed on</b>	Aug 19, 2024	<b>Reference #</b>	
<b>Location</b>	Driffill Elementary School	<b>Ordered by</b>	
<b>Status</b>	In Progress		
<b>Description</b>	Electrical house keeping pad		

#### Labor (1)

Employee	Classification	Time Type	Hours
Ron Hilton (DJS General Contracting, Inc)	Carpenter Journeymen	Regular Time	8.0
<b>Total:</b>			8.0

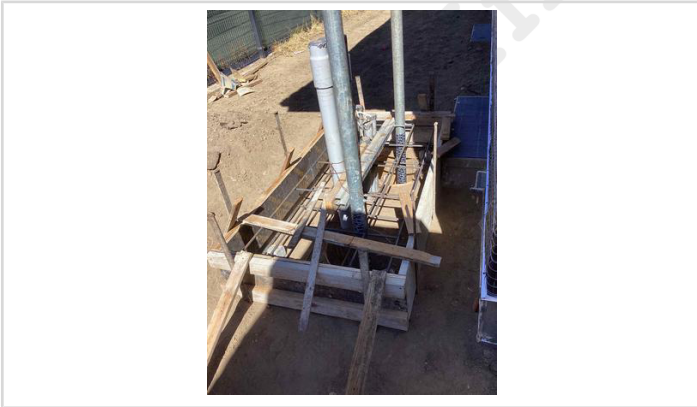
#### Attachments



[86329D9B-9972-4BD0-8C42-50298BB0ED4B.jpg](#)



[5A1101BE-4CA5-47E2-92DD-042A401866E5.jpg](#)



[35825B06-3EB3-4090-A1A0-00EF4CB801CE.jpg](#)



[258F07D0-5441-4D85-839F-152E53C878BB.jpg](#)

T&M Ticket #4

Project: 842 - Driffill ES

**Approvals**

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Notes

In Process



**DJS General Contracting, Inc**  
 4615 Industrial Street, Unit 1G  
 Simi Valley, California 93063  
 P: +18055842714

## T&M Ticket #5

<b>Performed on</b>	Aug 21, 2024	<b>Reference #</b>	
<b>Location</b>	Driffill Elementary School	<b>Ordered by</b>	
<b>Status</b>	In Progress		
<b>Description</b>	Pour house keeping pad Strip and face forms Miscellaneous cleanup		

### Labor (4)

Employee	Classification	Time Type	Hours
Ron Hilton (DJS General Contracting, Inc)	Carpenter Journeymen	Regular Time	8.0
Miguel Raya (DJS General Contracting, Inc)	Laborer Journeymen	Regular Time	2.0
Gabriel Mesta (DJS General Contracting, Inc)	Carpenter Journeymen	Regular Time	2.0
Chuck Richardson (DJS General Contracting, Inc)	Carpenter Foreman	Regular Time	2.0
<b>Total:</b>			14.0

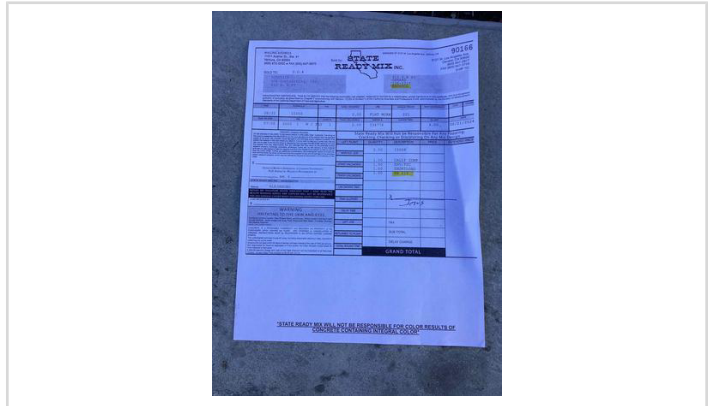
### Materials (1)

Material	Description	Unit	Quantity
Concrete	5,000 PSI mix # 15056	cy	2.0
<b>Total:</b>			2.0

### Attachments



[48065F8A-A1DF-44A7-9936-AADB1F95E0A0.jpg](#)



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[319A8716-E8E3-4A3A-AD36-832552D8BCEF.jpg](#)

**Approvals**

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

**Notes**

Wheel barrel 2 yards for electrical pad Finish and strip forms Miscellaneous cleanup





# INVOICE

**State Ready Mix**  
**11011 Azahar St.**  
**Suite 1**  
**Ventura CA, 93004**  
**PH# 805-672-0200**  
**FAX # 805-647-6970**

INVOICE	PAGE
48891	Page 1
CUSTOMER #	DATE
DJSCO100	08/21/24

DJS Contracting, Inc.  
 4615 Industrial St Unit 1G  
 SIMI VALLEY CA 93063

Job ID	Customer PO/Contract#	Job Description	Terms
910 S. E ST		910 S.E ST	Net 30

Ticket No.	Date	Item Number	Description	U/M	Qty	Unit Price	Total	TX
134776	08/21/24	15056-01	5000 1" W / FLY	CY	2.00	144.50	289.00	Y
134776	08/21/24	CALIF COMP-	CA COMPLIANCE	EA	1.00	11.00	11.00	2
134776	08/21/24	ENV/FSC-01	ENV/FSC	EA	1.00	70.00	70.00	2
134776	08/21/24	SHORTLOAD-0	CARTAGE	EA	1.00	120.00	120.00	Y
134776	08/21/24	AB 219-01	AB 219	EA	1.00	250.00	250.00	2

Total Cubic Yards 2.00

Thank You for your Business!!  We have gone paperless, please provide your email billing@statereadymix.com	Sub-Total	740.00
	Sales Tax- OXNA	37.83
	<b>Invoice Total</b>	<b>777.83</b>



State Ready Mix  
 11011 Azahar St #1  
 Ventura , CA 93004

Customer DJS Contracting, Inc.			Ship To 910 S.E ST OXNARD				
Instructions 236-2317 @SCHOOL			P.O. Number		Driver (Id : Name)		
Job ID 910 S. E ST							
Load	Leave Plant	Arrive Job Site	Start Discharge	Finish Discharge	Leave Job Site	Arrive Plant	
6:34 AM	6:53 AM	7:06 AM			7:36 AM	7:55 AM	
Plant	Ticket No.	Truck	Load Size	Mix	Slump	Order No.	Date
01	134776	221	2	CY	4.00	25184	8/21/2024
Usage		Lot			Block		
FLAT WORK							
LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	DESC.	UNIT OF MEASURE	UNIT PRICE	AMOUNT
2	2.00	2.00	15056-01	5000 1" W / FLY	CY		
1	1.00	1.00	CALIF COMP-01	CA COMPLIANCE	EA		
1	1.00	1.00	ENV/FSC-01	ENV/FSC	EA		
1	1.00	1.00	SHORTLOAD-01	CARTAGE	EA		
1	1.00	1.00	AB 219-01	AB 219	EA		
Customer Notes							
Note: n/a							
Disclaimer							

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

\*\*\*PROPERTY DAMAGE RELEASE\*\*\*

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck is presenting the RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign the RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order. The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed. All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered. A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time is charged at \$2.00 per minute.

\* I, the below signed, declare and understand that I am solely responsible to stay within the manufacturer's guidelines for weight limits & California's "D.O.T", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and its employees from any responsibility for proper load limits and properly securing of this load.

\*\*\*WARNING\*\*\*

The aggregates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

WEIGHED AT: 3217 W. LOS ANGELES AVENUE OXNARD, CA 93030

# Oxnard School District

**PURCHASE ORDER**  
 NO: P24-02589  
 DATE 11/02/2023

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

**SHIP TO:**  
 Facilities  
 1055 S C STREET  
 Oxnard, CA 93030-7442

**Vendor Phone: FAX:**  
 VIOLA INC.  
 P.O. BOX 5624  
 OXNARD, CA 93031-5624

**BILL TO:**  
 Accounts Payable  
[accounts payable@oxnardsd.org](mailto:accounts payable@oxnardsd.org)  
 1051 South A Street  
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 006117/1	REQUISITIONER Lisa Franz	REQUISITION # R24-02845
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DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
---------------	--------	------------------	----------	-------	-------

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE DRIFFILL ELEMENTARY SCHOOL ECDC PROJECT PER AMENDMENT #001 TO AGREEMENT #22-238 APPROVED BY THE BOARD OF TRUSTEES ON 10/18/2023	3,462,000.00	\$3,462,000.00

**ACCOUNT DISTRIBUTION**  
 ( 094036) 350- 6250- 7700- 0- 0000- 8500- 038- 600- CPTK- 0

**AMOUNT**  
 \$3,462,000.00

**IMPORTANT INSTRUCTIONS TO VENDOR**

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.
7. Charges for the purchase in excess of 10% must be verified before delivery.

Order Sub-Total	\$3,462,000.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
<b>Order Total</b>	<b>\$3,462,000.00</b>

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

The Lease Leaseback Agreement (“Agreement”) entered on May 17th, 2023, by and between the Oxnard School District (“District”) and Viola Inc., (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #22-238 that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Driffill Elementary School ECDC Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

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

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

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

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

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

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Inc. to construct thru the completion and occupancy of the new Driffill ECDC Project.

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

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

### AMENDMENT

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

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

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

The "GMP" for the Project shall be Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00). The GMP consists of Sublease Payments in the amount of \$18,815.00 per month for 10 months for a total lease value of One Hundred Eighty-Eight Thousand One Hundred Fifty Dollars and No Cents (\$188,150.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

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

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

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Patrick Waid as Project Manager/~~Superintendent~~ for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. But not assigned exclusively to this project. 7/27

**APPROVED:**

**Viola Inc.**

Michael T. Viola  
*Signature*

Michael T. Viola, President / CEO  
*Typed Name/Title*

October 25, 2023  
*Date*

**Oxnard School District:**

Lisa A. Franz  
*Signature*

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

10-30-2023  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

**EXHIBIT A**

**Scope of Work**

**DRAWINGS**

Plan Sheets Prepared by Flewelling Moody, Architects Project No 3057.0000, DSA No 123351, DSA Approval August 31, 2023.

**PROJECT DESCRIPTION**

**On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill elementary school.**

**On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.**

**Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction services of ten new modular classrooms. Viola Inc. provided a GMP of \$3,462,000 for all associated site work and foundations prior to the delivery of the 10 modular classroom buildings.**

**GENERAL INFORMATION (1 SHEET)**

T0.01 TITLE SHEET

**CIVIL (11 SHEETS)**

- C1.01 COVER SHEET
- C1.02 GENERAL NOTES
- C2.01 EROSION CONTROL PLAN
- C2.02 EROSION CONTROL DETAILS
- C3.01 GRADING AND PAVING PLAN
- C3.02 GRADING AND PAVING PLAN
- C3.03 SITE SECTIONS
- C4.01 UTILITY PLAN
- C5.01 DETAILS
- C5.02 DETAILS
- C5.03 SUMP PUMP DETAILS

**LANDSCAPE (7 SHEETS)**

- L1.01 LANDSCAPE CONSTRUCTION PLAN
- L1.02 LANDSCAPE CONSTRUCTION DETAILS
- L2.01 PLANTING PLAN
- L2.02 PLANTING PLAN
- L2.03 PLANTING PLAN
- L3.01 IRRIGATION PLAN
- L4.01 LANDSCAPE DETAILS

**ARCHITECTURAL (6 SHEETS)**

- A1.01 OVERALL SITE PLAN
- A1.01FA FIRE ACCESS SITE PLAN
- A1.02 ENLARGED DEMOLITION SITE PLAN
- A1.03 ENLARGED RECONSTRUCTION SITE PLAN
- A1.04 SITE DETAILS
- A1.05 TYPICAL DETAILS

**ELECTRICAL (12 SHEETS)**

- E-0.01 NOTES AND SYMBOLS
- E-0.03 SINGLE LINE DIAGRAMS AND PANELS SCHEDULES
- E-0.04 FIRE ALARM RISER DIAGRAM AND PANEL SCHEDULES
- E-0.05 FIRE ALARM CALCULATIONS AND DETAILS
- E-1.00 ELECTRICAL SITE PLAN
- E-1.01 ENLARGED ELECTRICAL SITE PLAN
- E-1.02 FIRE ALARM SITE PLAN
- E-1.03 DATA/COMM SITE PLAN
- E-1.04 GROUNDING SITE PLAN
- E-2.00 ENLARGED FIRE ALARM PLAN & DATA/COMM PLAN
- E-3.00 ELECTRICAL SPECIFICATIONS
- E-4.00 FIRE ALARM SPECIFICATIONS

**MANUFACTURER (9 SHEETS)**

**SITE SPECIFIC SHEETS (72x40' BUILDING):**

- ARCHITECTURAL**
- BA1.02 (5) 72x40' FLOOR PLAN
  - BA1.03 INTERIOR ELEVATIONS & DETAILS
  - BA1.04 RR FLOOR PLAN & INTERIOR ELEVATIONS
  - BA1A.2 (5) 72x40' ROOF PLAN
  - BA1A.3 (5) 72x40' EXTERIOR ELEVATIONS
- MECHANICAL**
- BA2B.1 (5) 72x40' MECHANICAL & REFLECTED CEILING PLAN
- ELECTRICAL & LIGHTING**
- BA3.2 (5) 72x40' ELECTRICAL POWER & SIGNAL PLAN
  - BA3.3 (5) 72x40' LIGHTING PLAN
- STRUCTURAL**
- BS1C.2A (5) 72x40' FOUNDATION PLAN

**PC DRAWINGS (39 SHEETS) A# 02-120100 PC**

- A0 COVER SHEET, BUILDING CODES & C.B.C. DATA, SHEET INDEX
- A1 FLOOR PLAN, INTERIOR ELEVATIONS
- A1.0 FLOOR PLAN OPTIONS
- A1.01 FLOOR PLAN OPTIONS
- A1N MATERIAL SPECIFICATIONS & NOTES
- A1A.1 SHED ROOF PLAN & EXTERIOR ELEVATIONS
- A1R ROOFING ATTACHMENT
- A2.0 HVAC EQUIPMENT & NOTES
- A2B "ROOF MOUNT HVAC UNIT" MECHANICAL & REFLECTED CEILING PLANS
- AGB GREEN BUILDING STANDARDS AND SOLAR READY REQUIREMENTS
- EN1 ENERGY COMPLIANCE
- EN2 ENERGY COMPLIANCE
- EN3 ENERGY COMPLIANCE
- EN4 ENERGY COMPLIANCE
- EN5 ENERGY COMPLIANCE
- EN6 ENERGY COMPLIANCE
- EN7 ENERGY COMPLIANCE
- EN8 ENERGY COMPLIANCE
- A3 ELECTRICAL POWER PLAN, SIGNAL PLAN, DETAILS, ELECTRICAL NOTES
- A3.1 LIGHTING PLAN, NOTES
- A3.10 ELECTRICAL & LIGHTING PLANS FOR TOILET ROOM OPTIONS
- AA.1.R SHED ROOF SECTIONS AND DETAILS (2X6 EXTERIOR WALLS)
- AA.B STUCCO MATERIAL SPECIFICATIONS
- AA.B.1 TYPICAL STUCCO FINISH DETAILS
- AA.S OPTIONAL SIDEWALL OVERHANG DETAIL
- AA.H INTERIOR WALL CONNECTION DETAILS
- A5 MISCELLANEOUS DETAILS
- AA.2 DETERIORATION PROTECTION
- S1 FOOTING DETAILS & NOTES
- S1C(H) CONCRETE FOUNDATION PLAN, NO CRAWL SPACE, FOOTING DETAILS & NOTES
- S1C (H) CONCRETE FOUNDATION PLAN WITH CRAWL SPACE, FOOTING DETAILS
- S1C.2 MISCELLANEOUS FOOTING DETAILS
- S2A(H) SHED ROOF, CEILING, FLOOR FRAMING PLANS, STRUCTURAL STEEL PROPERTIES, NOTES
- S3FA FASTENING SCHEDULE & NOTES
- S3A SHED ROOF LONGITUDINAL BUILDING SECTION, WALL FRAMING ELEVATIONS
- S4 STRUCTURAL CONNECTION DETAILS
- S4.1 OPTIONAL STRUCTURAL DETAILS
- S4.2 MISCELLANEOUS STRUCTURAL DETAILS
- S4.3 METAL SOFFIT PANELS, REMOVABLE CASSETTE

**SCOPE OF WORK**

**THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:**

1. NEW CONSTRUCTION OF (5) 72'-0" x 40'-0" MODULAR BUILDINGS (PC# 02-120100) WITH TOTAL OF (2) PRESCHOOL (PS) BUILDINGS, (2) TRANSITIONAL KINDERGARTEN (TK) BUILDINGS, AND (1) KINDERGARTEN (K) BUILDING WHICH INCLUDES STUDENT RESTROOMS, STAFF RESTROOMS AND HI-LO DRINKING FOUNTAINS
2. NEW PS PLAYGROUND AND K/TK PLAYGROUND
3. NEW PLAY STRUCTURE WITH RUBBERIZED SURFACING
4. SITE WORK INCLUDES:
  - a. RE-GRADING OF SITE WITH NEW ASPHALT PAVING
  - b. NEW CONCRETE WALKWAY
  - c. NEW FENCES AND GATES

TOTAL SHEETS: 85 SHEETS



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Facilities Agreement

**Approval of Amendment #001 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK Facilities at Driffill Elementary School. (Mitchell/Miler/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program (Program) that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classroom, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

As part of the Program, the District applied for State grant funds to construct new classrooms at Driffill Elementary School establish a PS/TK facility. On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for the proposed project and established an overall project budget of approximately \$10 million with the balance of the funds provided by the District's available capital funds.

At the August 23, 2023 Board Meeting, Agreement #23-100 was ratified between the Oxnard School District and Kenco Construction Services to provide Inspector of Record (IOR) services for the project.

The attached Amendment #001 to the Agreement for Consultant Services extends the agreement to ensure the Inspector of Record Services continue for the remainder of the project due to an unforeseen construction project duration extension.

**FISCAL IMPACT:**

\$52,920.00 – Master Construct and Implementation Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director, Facilities, in conjunction with CFW, that the Board of Trustees approve Amendment #001 to Agreement 23-100 with Kenco Construction Services, Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #001 \(2 Pages\)](#)

[Proposal \(2 pages\)](#)

[Agreement #23-100, Kenco Construction Services Inc. \(86 Pages\)](#)

## **Amendment No. 001 to Services Agreement No. 23-100**

The Services Agreement No. 23-100 (“Agreement”) entered into on August 23, 2023, by and between the Oxnard School District (“District”) and Kenco Construction Services (“Provider”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Services Agreement No. 23-100 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained Provider to provide Inspector of Record (IOR) services for Driffill PS/TK/K Construction Project (“Project”);

WHEREAS, the Provider is currently providing the services for the Project and IOR services are required by the Division of State Architect;

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

### **AMENDMENT**

The Parties agree to add the following language to SECTION 4 of the Agreement:

Provide additional Inspector of Record services.

The Parties agree to add the following language to Statement of Work of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Section 4 hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Section 4 shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new Statement of Work to the Agreement as follows:

**Statement of Work: Additional Compensation for Driffill Elementary School PS/TK/K Construction Project.** The Provider agrees to perform the Basic Services as described in the original Agreement with respect to the Project. In consideration for the amended basic services and deliverables, Provider agrees to be compensated an additional Fee for the additional work totaling: **Fifty-Two Thousand Two Hundred Ninety Dollars and No Cents (\$52,290.00).** **This fee shall include all the work necessary to complete the additional Inspector of Record Services.**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Services Agreement No. 23-100 entered into and executed by the Parties on August 23, 2023 remain in full force and effect. Provider agrees that any

provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes, Director, Purchasing

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

**Kenco Construction Services Inc.:**

By: \_\_\_\_\_  
Ken Hinge

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



DSA INSPECTIONS / MANAGEMENT  
A Division of the State Architects

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Proposal Extension for DSA "Onsite" Inspection.**

**Date:** 09-01-24

**Project Client:** Oxnard School District  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Driffill ES – 5 New Modular Installation**  
910 South E Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-123351                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One DSA Certified Project Inspector to provide onsite inspections for the construction of 5 new Modular Classroom Bldgs. and associated site work, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. **NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete. Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated Extension Start Date: ..... **August 1<sup>st</sup>, 2024**  
Estimated Completion Date: ..... **October 30<sup>th</sup>, 2024**  
3 months = 63 days = 504 hrs. (@ \$105.00 per hr.)..... **\$ 52,920.00**

**Total Estimated Proposal: \$ 52,920.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager, or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **August 1<sup>st</sup>, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour for DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X           *Kenneth Hinge*          

X \_\_\_\_\_

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 09-01-24

District Authorized Agent  
 Oxnard School District  
 Date:

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR  
DRIFFILL ELEMENTARY SCHOOL ECDC TRANSITIONAL  
KINDERGARTEN CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **23rd** day of **August 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California, 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

**C.** The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

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

**OPERATIVE PROVISIONS**

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from August 24, 2023 through August 23, 2024 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill Elementary School ECDC New Transitional Kindergarten Facilities Project, 910 South E Street, Oxnard, CA 93030** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated May 26, 2023**.

- 4. Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is March 30, 2024. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 5. Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
- 7. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

**8. Responsibilities of District.**

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.



- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
  - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
  - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
  - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
  - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
  - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant, and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

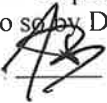
**18. Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

**19. Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

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

- a) Bylaws of the Board 9270 & 9270-E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 & 9270-E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

**21. Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

**23. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

**25. Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of District and approval by District’s Board of Trustees. Any attempted assignment shall be ineffective, null and

void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.

**27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

**28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.

- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

**29. Indemnification.**

- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of

Consultant and shall survive the termination of this Agreement.

 (Initials)

**30. Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Ana DeGenna, Interim Superintendent  
Re: Driffill ECDC Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
815 Colorado Boulevard, Suite 201  
Los Angeles, CA 90041  
Attention: Michael Brewer  
Telephone: (626) 829-8323  
Email: [mbrewer@cfwinc.com](mailto:mbrewer@cfwinc.com)

**To Consultant:** Kenco Construction Services, Inc.  
4664 Romola Ave.  
La Vern, CA 91750  
Attention: Kenneth Hinge, President  
Telephone(714) 981-2752  
Email: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

**32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all

applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant

services as of the date first written above.

OXNARD SCHOOL DISTRICT

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

10-6-23

Date

KENCO CONSTRUCTION SERVICES, INC.

[Signature]

Signature

JEFF BARNES V.P.

Typed Name/Title

8/22/23

Date

Tax Identification Number: 27-2782038



## EXHIBIT "A"

### COMPENSATION & RATE/FEE SCHEDULE

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$158,760.00**

- II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
- A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.
  - B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.
  - C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.
  - D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.
- A.** Acceptable back-up for billings shall include, but not be limited to:
    - a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    - b.** Records for all supplies, materials and equipment properly charged to the Services.
    - c.** Records for all travel pre-approved by District and properly charged to the Services.
    - d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

## EXHIBIT "B"

### INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Exhibit "B"

EXHIBIT "C"

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: JEFF BARNES

Title: VICE PRESIDENT

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 8/22/23

Proper Name of Consultant: KENCO CONSTRUCTION SERVICES INC.

Signature: 

By: JEFF BARNES

Its: \_\_\_\_\_

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated May 26, 2023**

EXHIBIT "E"  
TO AGREEMENT FOR CONSULTANT SERVICES # 23-100


**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 10-6-23

By: 

Lisa A. Franz  
Director of Purchasing





DSA INSPECTIONS / MANAGEMENT  
*A Division of the State Architects*

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Proposal for DSA "Onsite" Inspection.**

**Date:** 05-26-23

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Driffill ES – 5 New Modular Installation**  
910 South E Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-123351                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One DSA Certified Project Inspector to provide onsite inspections for the construction of 5 new Modular Classroom Bldgs. and associated site work, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. **NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete. Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated Start Date: ..... **August 1<sup>st</sup>, 2023**  
Estimated Completion Date: ..... **May 1<sup>st</sup>, 2024**  
9 months = 189 days = 1,512 hrs. (@ \$105.00 per hr.)..... **\$ 158,760.00**

**Total Estimated Proposal: \$ 158,760.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager, or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **August 1<sup>st</sup>, 2023**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour for DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 05-26-23

X \_\_\_\_\_

District Authorized Agent  
 Oxnard School District  
 Date:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2023

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

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

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**INSURED**  
 Kenco Construction Services Inc.  
 4664 Romola Ave  
 La Verne, CA 91750

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.108.112.4	02/18/2023	02/18/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oxnard School District is named additional insured. The Hiscox General Liability Policy P100.108.112 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1051 South A Street Oxnard, Ca. 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

# Declarations Page

## Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	February 18, 2023	
Policy No.:	P100.108.112.4	
Renewal of:	P100.108.112.3	
Named Insured:	Kenco Construction Services Inc.	
Address:	4664 Romola Ave La Verne, CA 91750	
Email Address:	kenhinge@kenco-inc.com	
Policy period:	From: February 18, 2023	To: February 18, 2024

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Corporation	
Each Occurrence Limit:	\$1,000,000	
Damage to Premises Rented to You Limit:	\$100,000	Any one premises
Medical Expense Limit:	\$5,000	Any one person
Personal & Advertising Injury Limit:	\$1,000,000	Any one person or organization
General Aggregate Limit:	\$2,000,000	
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit	
Supplemental Business Personal Property Floater Coverage Limit:	\$0	
Supplemental Business Personal Property Floater Coverage Deductible:	Not Applicable	
All Premises You Own, Rent or Occupy		
Premises Number:	1	
Address:	4664 Romola Ave La Verne, CA 91750	
Total Premium:	565.00	
Attachments:	See attached Forms and Endorsements Schedule.	

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.



President



Secretary



Authorized Representative

## Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations  
INT D001 01 10 - Forms and Endorsements Schedule  
CG 00 01 12 07 - General Liability Coverage Form  
CGL E5401 CW (03/10) - Definition of Employee  
CGL E5403 CW (03/10) - Notice Information  
CGL E5404 CW (03/10) - Exclusion - Personal Information  
CGL E5407 CW (03/10) - Exclusion - Professional Services  
CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)  
CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel  
CGL E5421 CW (02/14) - Additional Insured - Automatic Status  
IL 00 17 11 98 - Common Policy Conditions  
IL 00 21 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion  
CG 21 41 11 85 - Exclusion - Intercompany Products Suits  
CGL E5416 CW (01/13) - Exclusion - Construction Management Errors and Omissions Endorsement  
CG 22 43 04 13 - Exclusion - Engineers, Architects Or Surveyors - Professional Liability Endorsement  
CG 22 24 04 13 - Exclusion - Inspection, Appraisal And Survey Companies Endorsement  
IL 02 70 09 08 - California Changes - Cancellation and Nonrenewal  
CG 32 34 01 05 - California Changes  
CGL E5581 CW (03/16) - Primary and Noncontributory - Other Insurance Condition  
CGL E5402 CW (03/10) - Modified Waiver of Transfer of Rights of Recovery Against Others To Us  
CGL E5405 CW (03/10) - Exclusion - Damage to Primary Residence  
IL 09 85 12 20 - Disclosure Pursuant To Terrorism Risk Insurance Act  
CG 21 70 01 15 - Cap On Losses From Certified Acts Of Terrorism  
CG 20 26 07 04 - Additional Insured - Designated Person or Organization  
CG 20 26 07 04 - Additional Insured - Designated Person or Organization  
INT N003 CW (01/19) - Policyholder Notice Electronic Delivery  
INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice

# Policy Wording



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**i. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and



- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **6. Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.



# Endorsements

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 1  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **DEFINITION OF EMPLOYEE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In **Section V – DEFINITIONS**, Definition 5. “Employee” is deleted and replaced with the following:

5. “Employee” includes a “leased worker” and a “temporary worker”.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 2  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Where To Send Notice**

Phone: 866-424-8508  
Email: [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)  
Mail: Hiscox  
5 Concourse Parkway, Suite 2150  
Attn: Direct Claims  
Atlanta GA, 30328

Subparagraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 3  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** and **COVERAGE C – MEDICAL PAYMENTS** is amended to include the following exclusion:

### **Personal Information**

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the insured’s failure to protect any non-public, personally identifiable information in the insured’s care, custody or control.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 4  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended to include the following exclusion:

#### **Professional Services**

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render any professional service.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 5  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **CANCELLATION PROVISION (14 DAY FULL REFUND)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "**COMMON POLICY CONDITIONS**" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 6  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **RIGHT AND DUTY TO SELECT DEFENSE COUNSEL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In regard to any covered "suit" seeking damages under **Section 1 – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, our right and duty to defend shall include the right to select defense counsel.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 7  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 8  
Endorsement Effective: 02/18/2023

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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 9  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 10  
Endorsement Effective: 02/18/2023

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 11  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 12  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as a construction manager; or

2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager. while in the care, custody or control of any insured, or

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved that which is described in Paragraph 1. or 2..

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Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 13  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.





Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 14  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – INSPECTION, APPRAISAL AND SURVEY COMPANIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable because of the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 15  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Capital Assets Program Coverage Form (Output Policy);
    - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

#### **NONRENEWAL**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### **2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Capital Assets Program Coverage Form (Output Policy);

- (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



**Hiscox Insurance Company Inc.**

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 16  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 17  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 18  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a “personal and advertising injury”; or (ii) an “occurrence” that caused “bodily injury” or “property damage”.





Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 19  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **EXCLUSION – DAMAGE TO PRIMARY RESIDENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to a premises that is an insured's primary residence:

- A.** The last paragraph ("Exclusions **c.** through **n.** do not apply . . .") of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- B.** The first exception ("Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply . . .") to Exclusion **j.**, **Damage To Property** of Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- C.** Paragraph 6. of **Section III – Limits Of Insurance** is deleted.
- D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4
Named Insured: Kenco Construction Services Inc.
Endorsement Number: 20
Endorsement Effective: 02/18/2023

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I

Terrorism Premium (Certified Acts) \$ 6.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses 80%
(Refer to Paragraph B. of this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 20  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 21  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 22  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Oxnard School District 1051 South A Street Oxnard, Ca. 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 23  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Oxnard Shool District 1051 South A Street Oxnard, Ca. 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# Notices



## Policyholder Notice Electronic Delivery

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If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.



## **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2023

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

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

<b>PRODUCER</b> <b>State Farm</b>  JON SHEPHERD INSURANCE AGENCY 3844 E FOOTHILL BLVD PASADENA, CA 91107	<b>CONTACT NAME:</b> JON SHEPHERD <b>PHONE (A/C, No, Ext):</b> 626-395-7220 <b>E-MAIL ADDRESS:</b> JON@JONSHEP.COM <b>FAX (A/C, No):</b> 626-395-7224																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Mutual Automobile Insurance Company	25178	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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<b>INSURED</b>  KENCO CONSTRUCTION SERVICES, INC. KENNETH HINGE & JEFFERY BARNES 2690 ALIBI DR LAKE HAVASU CITY, CA 86404																					

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			542 5628-B22-03	08/22/2023	02/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							COMP \$500 COLLISION \$500 UIM & UM 100/300

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

2022 GMC 2500 Truck.  
 Oxnard School District is named additional insured. The State Farm Auto Insurance Company, Policy #542 5628-B22-03 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, Ca. 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE(jj)  <i>Jon Shepherd</i>
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**DECLARATIONS PAGE**

NAMED INSURED 00223 03-235A-1 B A

POLICY NUMBER 542 5628-B22-03B  
 POLICY PERIOD SEP 13 2023 to FEB 22 2024  
 12:01 A.M. Standard Time

000225 0058  
 HINGE, KENNETH BARNES  
 JEFFERY & KENCO CONSTRUCTION  
 2690 ALIBI DR  
 LK HAVASU CTY AZ 86404-1300

AGENT  
 JON SHEPHERD INS AGENCY INC  
 3844 E FOOTHILL BLVD  
 PASADENA, CA 91107-2220

PHONE: (626)395-7220

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
 IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

**YOUR CAR**

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2023	GMC	SIERRA	PICKUP	1GTUUEL2PZ288231	603H60F000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$218.34
C	Medical Payments Coverage Limit - Each Person \$5,000	\$6.20
D-WG	Comprehensive and Glass Coverage - \$500 Deductible	\$114.55
G	Collision Coverage - \$500 Deductible	\$257.59
H	Emergency Road Service Coverage	\$1.82
R1	Car Rental and Travel Expenses Coverage Limit - Car Rental Expense Each Day, Each Loss 80% \$1,000	\$14.97
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$7.63
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$32.92
<b>Total premium for SEP 13 2023 to FEB 22 2024</b>		<b>\$654.02</b> This is not a bill.

**IMPORTANT MESSAGES**

Replaced policy number 5425628-03A.

New Policy Form

Your total renewal premium for AUG 22 2023 to FEB 22 2024 is \$744.89.

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

**Notice of insurance information collection practices - personal, family, or household insurance transactions:**

We often collect personal information from persons other than the individual or individuals listed on the policy. Such personal information may, in certain circumstances, be disclosed to third parties without your authorization. If you would like additional information concerning the collection and disclosure of personal information - and your right to see and correct any personal information in your files - it will be furnished upon request.

CONTINUED

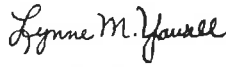
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

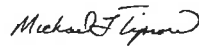
#### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President



PO Box 2368  
Bloomington IL 61702-2368

**DECLARATIONS PAGE**

PAGE 2 OF 2

00223

03-235A-1 B A

NAMED INSURED 000225 0058  
HINGE, KENNETH BARNES  
JEFFERY & KENCO CONSTRUCTION  
2690 ALIBI DR  
LK HAVASU CTY AZ 86404-1300

POLICY NUMBER 542 5628-B22-03B  
POLICY PERIOD SEP 13 2023 to FEB 22 2024  
12:01 A.M. Standard Time

**EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet and various endorsements for coverage details.)**

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9803A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.  
01 6028BN ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-SIMI VALLEY UNIFIED SCHOOL DISTRICT, 101 W COCHRAN ST, SIMI VALLEY CA 93065-6217  
02 6028BN ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-OXNARD SCHOOL DISTRICT, 1051 S A ST, OXNARD CA 93030-7442.  
6128CY AMENDATORY ENDORSEMENT  
6129K AMENDATORY ENDORSEMENT  
6903A AMENDATORY ENDORSEMENT  
6196AA - WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE OF SIMI VALLEY UNIFIED SCHOLL DISTRICT; OXNARD SCHOOL DISTRICT.

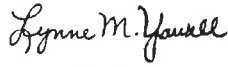
Agent: JON SHEPHERD INS AGENCY INC  
Telephone: (626)395-7220  
Prepared SEP 29 2023 235A-A2F

This policy is issued by State Farm Mutual Automobile Insurance Company.

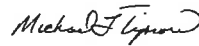
#### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
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In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President



6903A AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

Paragraph 2.a. of If Other Liability Coverage Applies is replaced by the following:

2. a. The Liability Coverage provided by this policy applies as primary coverage:

- (1) for the ownership, maintenance or use of your car or a trailer attached to it;
(2) for the maintenance or use of a vehicle that is owned by any person or organization in the business of:
(a) selling;
(b) repairing;
(c) servicing;
(d) delivering;
(e) testing;
(f) road testing;
(g) parking; or
(h) storing.

motor vehicles and an insured is operating the vehicle and is neither an owner, nor an employee or agent of the owner of the vehicle; and

(3) for the maintenance or use of a rental motor vehicle if:

- (a) the rental agreement discloses that the owner does not provide liability coverage to the renter, authorized drivers or any other driver;
(b) the renter did not purchase liability coverage from the rental motor vehicle's owner; and
(c) no other liability coverage from sources other than the State Farm Companies applies for the same accident.

2. UNINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the following two questions:

- a. Is the insured legally entitled to recover compensatory damages from the owner or driver of the uninsured motor vehicle; and
b. If the insured and we agree that the answer to I.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the uninsured motor vehicle?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
b. the insured; and

c. any assignee of the insured.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

4. We do not waive any of our rights by submitting to arbitration.

5. We are not bound by any:

- a. judgment obtained without our written consent; and
b. default judgment against any person or organization other than us.

6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

7. Any arbitration or suit against us will be barred unless commenced within three years after the date you notified us in writing of the uninsured motor vehicle claim. Legal action may only be brought against us in accordance with the Legal Action Against Us provision of this policy.

3. UNDERINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the following two questions:

- a. Is the insured legally entitled to recover compensatory damages

from the owner or driver of the uninsured motor vehicle; and
b. If the insured and we agree that the answer to I.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the uninsured motor vehicle?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
b. the insured; and

c. any assignee of the insured.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party. The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.



4. *We* do not waive any of *our* rights by submitting to arbitration.
5. *We* are not bound by any:
- judgment obtained without *our* written consent; and
  - default judgment against any *person* or organization other than *us*.
6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.
7. Any arbitration or suit against *us* will be barred unless commenced within three years after the date *you* notified *us* in writing of the underinsured motor vehicle claim. Legal action may only be brought against *us* in accordance with the **Legal Action Against Us** provision of this policy.

#### 4. PHYSICAL DAMAGE COVERAGES

##### Insuring Agreements

Item 5.a. is replaced by the following:

##### a. Car Rental Expense

*We* will pay the *daily rental charge* incurred when an *insured* rents a *car* from a *car business* while *your car* or a *newly acquired car* is:

- not drivable; or
- being repaired

as a result of a *loss* which would be payable under Comprehensive Coverage or Collision Coverage.

*We* will pay this *daily rental charge* incurred during a period that:

- starts on the date:
  - the vehicle is not drivable as a result of the *loss*; or
  - the vehicle is left at a repair facility if the vehicle is drivable; and
- ends on the earliest of:
  - the date the vehicle has been repaired or replaced;
  - the date *we* offer to pay for the *loss* if the vehicle is repairable but *you* choose to delay repairs; or
  - seven days after *we* offer to pay for the *loss* if the vehicle is:
    - a total loss as determined by *us*; or
    - stolen and not recovered.

The amount of any such *daily rental charge* incurred by an *insured* must be reported to *us* before *we* will pay such amount

6903A

Page 3 of 3  
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## Oxnard School District

### Exemption from Workers' Compensation

BUSINESS NAME AND ADDRESS			
Business Name Kenco Construction Services, Inc.		Contractor License # N/A	
Business Address 4664 Romola Ave.	City La Verne	State CA.	Zip Code 91750
Business Phone (714) 981-2752	Business E-mail Address kenhinge@kenco-inc.com		

**Contractor named above does not employ anyone in the manner subject to the workers' compensation laws of California.**

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to the Simi Valley Unified School District, and continuously maintain the coverage provided by the certificate in accordance with the law.

Date 8-29-23	Signature of Contractor (Owner, Partner, or Officer) <i>Kenneth Hinge</i>	Printed Name of Contractor (Owner, Partner, or Officer) Kenneth Hinge
-----------------	--	--



**Oxnard School District**  
**Certification of Exemption from Workers' Compensation Insurance**

**Kenco Construction Services, Inc.**

Provider Name

**4664 Romola Ave.**

Street Address

**714-981-2752**

Business Telephone

**Inspector of Record**

Services Provided

Business License Number

**La Verne, CA 91750**

City, State, Zip Code

**kenhinge@kenco-inc.com**

Business E-mail Address

**#23-100/8-23-2023**

Agreement/Contract Date

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

**Kenneth Hinge** Digitally signed by Kenneth Hinge  
 Date: 2023.08.29 15:12:54 -07'00'

Provider signature

**8-29-23**

Date



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org  
CHANGING THE WORLD! IN SCHOOL AND BEYOND

August 25, 2023

## BOARD OF TRUSTEES

VERONICA ROBLES-SOLIS  
President

JARELY LOPEZ  
Clerk

MONICA MADRIGAL LOPEZ  
MARYANN RODRIGUEZ  
ROSE GONZALES

## ADMINISTRATION

DR. ANABOLENA DEGENNA  
Interim Superintendent

VALERIE MITCHELL, MPPA  
Assistant Superintendent  
Business & Fiscal Services

DR. NATALIA TORRES  
Assistant Superintendent  
Human Resources

DR. ARACELY FOX  
Acting Associate Superintendent, Educational  
Services

## CERTIFICATION OF MINUTES – August 23, 2023

The Board met in regular session on August 23, 2023, at the usual meeting place thereof. The meeting was called to order at 5:06 p.m.

Members Present: Trustees Lopez, Rodriguez, Gonzales and Madrigal Lopez

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### **C.14. Approval of Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Drifill (Mitchell/Miller/CFW)**

On a motion by Trustee Rodriguez, seconded by Trustee Lopez and carried on a roll call vote of 4-0; the Board of Trustees approved Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Drifill, as presented.

Ana DeGenna, Ed.D.  
Secretary of the Board & Interim District Superintendent

ADG/lld

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Approval of Agreement #24-147 – Heinemann (Fox/Cordes)**

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Heinemann will provide Professional Development for leveled literacy intervention coaching to K-5 teachers.

Term of Agreement: November 7, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$4,500.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-147 with Heinemann.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-147, Heinemann \(4 Pages\)](#)  
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date





DEDICATED TO TEACHERS

**Proposal**  
Prepared For  
**Oxnard Elementary School Dist**

1051 S A St  
Oxnard CA 93030

Attention:  
Allison Cordes  
acordes@oxnardsd.org

For the Purchase of:  
**Leveled Literacy Intervention Professional  
Development Services**

Prepared By  
Nadra Ostrom  
nadra@ostromeducation.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchase may be reviewed here:

<https://www.heinemann.com/terms-of-purchase>

Send **Check Payments** to:  
Heinemann  
14046 Collections Center Drive  
Chicago, IL 60693  
Greenwood Publishing Group, LLC. Dba Heinemann

Attention:  
Allison Cordes  
acordes@oxnardsd.org  
**Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
FAX: 603-547-9917  
Heinemann  
P.O. Box 528  
Portsmouth, NH 03801

**Proposal for  
Oxnard Elementary School Dist**

ISBN	Title	Price	Quantity	Value of All Materials
<b>Grade K-5 Materials and Services</b>				
1890923 9798202049934	Leveled Literacy Intervention Blended Coaching (1, In-Person and 2, 30-Minute sessions) Grades K-5	\$4,500.00	1	\$4,500.00

**Total for Materials and Services**

---

<b>Total for Grade K-5</b>	<b>\$4,500.00</b>
----------------------------	-------------------

<b>Subtotal Purchase Amount:</b>	<b>\$4,500.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$4,500.00</b>

Send **Check Payments** to:  
 Heinemann  
 14046 Collections Center Drive  
 Chicago, IL 60693  
 Greenwood Publishing Group, LLC. Dba  
 Heinemann

Attention:  
 Allison Cordes  
 acordes@oxnardsd.org

**HMH Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
 FAX: 603-547-9917  
 Heinemann  
 P.O. Box 528  
 Portsmouth, NH 03801

Proposal for  
Oxnard Elementary School Dist

**Total Cost of Proposal (PO Amount): \$4,500.00**

Thank you for considering Heinemann as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below additional terms of purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Oxnard Elementary School District  
1051 S A St  
Oxnard, CA 93030-7442

**Sold to:**

Oxnard Elementary School District  
1051 S A St  
Oxnard, CA 93030-7442

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of the Terms of Purchase linked or stated herein conflict with any preprinted terms on your purchase order, the Heinemann Terms shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

For greater detail, the complete Terms of Purchase may be reviewed here: <https://www.heinemann.com/terms-of-purchase>



Send **Check Payments** to:  
Heinemann  
14046 Collections Center Drive  
Chicago, IL 60693  
Greenwood Publishing Group, LLC. Db  
Heinemann

Attention:  
Allison Cordes  
acordes@oxnardsd.org

**Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
FAX: 603-547-9917  
Heinemann  
P.O. Box 528  
Portsmouth, NH 03801

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-151 – Grand Canyon University (Torres/Carroll)**

---

This agreement between Oxnard School District and Grand Canyon University (GCU) will allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District.

Term of Agreement: November 7, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-151 with Grand Canyon University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-151, Grand Canyon University \(7 Pages\)](#)

## Field Placement Affiliation Agreement Between GCU and Oxnard School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 11/06/2024 day by and between Grand Canyon University (“GCU”) and Oxnard School District located at 1051 South A Street Oxnard, California 93030 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 11/07/2024 and ends 6/30/2027.
4. **Roles & Definitions:**
  - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
  - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
  - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
  - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
  - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
  - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
  - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
  - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
  - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
  - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

**5b.** The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

**5c.** The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

**5d.** The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

**5e.** The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

**5f.** The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

**5g.** The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

**5h.** The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**5i.** The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

**5j.** The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**6. RESPONSIBILITIES OF GCU:**

**6a.** GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

**6b.** GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

**6c.** GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

**6d.** GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

**6e.** GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

**6f.** GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**6g.** GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

**6h.** GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:**

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

**9. INSURANCE AND LIABILITY**

**9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships):** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
  - Limits of Liability:
  - \$1,000,000 Each
  - \$1,000,000 Aggregate

**9b. College of Humanities and Social Sciences (CHSS) School Counseling:** Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products Aggregate
  - \$1,000,000 Personal Injury
  - \$5,000 Medical Payments
  - Coverage:
  - Premises/Operation Liability
  - Medical Payments Liability
  - Contractual Liability
  - Personal Injury Liability

**10. FERPA:** GCU and the District agree to protect the candidate’s and/or student’s educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate’s and/or student’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate’s and/or student’s prior written consent.

**11. CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

**12. INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

**13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District’s logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to



District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

**14. ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

**15. NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

COE/CHSS Affiliations

[COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

Subject: Oxnard School District Affiliation Agreement Notification

**School/District Information**

Oxnard School District

1051 South A Street

Oxnard, California 93030

**16. MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.

**17. TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

**18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

**19. INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

**20. NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

**21. GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By:   
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 9/24/2024

By:   
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 9/24/2024

**Oxnard School District**

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

Name: Melissa Reyes

Title: Director, Purchasing

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

## Appendices

### GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

### College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

### College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual\\_9.1.2023.pdf \(gcu.edu\)](#)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-152 – California State University, Northridge – Clinical Practicum Program (Torres/Carroll)**

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This Agreement/MOU with California State University, Northridge (CSUN), is requesting approval of a practicum agreement that provides graduate training for the Master of Social Work.

Terms of Agreement: November 7, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-152 with California State University, Northridge.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-152, California State University, Northridge \(9 pages\)](#)



**SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT**

This Agreement is between the Oxnard School District (“Practicum Site”) and The Trustees of the California State University, California State University, Northridge (“University”), and is effective as of November 6, 2024.

A. Practicum Site is a non-profit social services agency, general acute care hospital, medical center, correctional institution, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a program offering a **Master of Social Work Degree**. This program is fully accredited by the Council on Social Work Education (CSWE).

C. The purpose of this agreement is to provide the graduate training for the **Master of Social Work**. The parties will both benefit by making a clinical training program (“Program”) available to University students at Practicum Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

A. **Student Profile.** University shall make available to Practicum site a Field Application Student Profile which shall include the student’s name, address, telephone number, and other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Practicum Site shall regard this information as confidential and shall use the information only to identify each student.

B. **Schedule of Assignments.** University shall notify the supervisor at Practicum site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. **Program Coordinator.** University shall designate a faculty member to coordinate with Practicum Site’s designee in planning the Program to be provided to students.

D. **Records.** University shall maintain all personnel records for its staff and all academic records for its students.

E. **Student Responsibilities.** University shall notify students in the program that they are responsible for:

- 1) Complying with Practicum Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Practicum Site;
- 4) Procuring and maintaining in force health insurance coverage throughout the term of the student's clinical practice at the Clinical Site. Evidence of such insurance shall be provided to the Practicum Site prior to the start of each student's clinical rotation upon request.
- 5) Maintaining the confidentiality of patient information.
  - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
  - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
  - c) Practicum Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 6) Complying with Practicum Site's dress code and wearing name badges identifying themselves as students, if specified by Practicum site.

7) Insurance requirements. See Section 5, Paragraph B.

F. **Field Experience Plan.** University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Practicum Site's representative and the University's Field Faculty representative.

G. **Field Conference.** University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Practicum Site to evaluate the field experience program provided under this Agreement.

H. **Payroll Taxes and Withholdings.** University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Practicum Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

## II. PRACTICUM SITE RESPONSIBILITIES

A. **Field Experience.** Practicum Site shall accept from University the student and shall provide the student with a supervised field experience.

B. **Practicum Site Designee.** Practicum Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Practicum Site shall notify the University's Director of Field Education in advance of any change in the Practicum Site's personnel appointments that may affect the student field program.

C. **Access to Facilities.** Practicum Site shall permit students enrolled in the Program access to Practicum Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Practicum Site's activities.

D. **Records and Evaluations.** Practicum Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

E. **Withdrawal of Students.** Practicum Site may request that University withdraw from the program any student whom Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

F. **Emergency Health Care/First Aid.** Practicum Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Practicum Site shall have no obligation to furnish medical or surgical care to any student.

G. **Practicum Site's Confidentiality Policies.** As trainees, students shall be considered members of Practicum Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Practicum Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Practicum Site shall provide students with substantially the same training that it provides to its regular employees.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF STUDENTS

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Practicum Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Practicum Site's "workforce" for purposes of HIPAA compliance.

### V. INSURANCE

A. **University Insurance.** University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Practicum Site. University shall provide Practicum Site with evidence of the insurance required under this paragraph upon request of the Practicum Site. University shall promptly notify Practicum Site of any cancellation,



reduction, or other material change in the amount or scope of any coverage required hereunder. See Additional terms on Exhibit A.

**B. Student Insurance.** University shall require that, during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Practicum Site and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than one million dollars (\$1,000,000) for each claim, three million dollars, (\$3,000,000) policy aggregate, on a claims made basis including three (3) years extended reporting period.

**C. Practicum Site Insurance.** Practicum Site shall maintain a program of self-insurance to fund its liabilities during the term of this Agreement, at its sole cost and expense. Practicum Site shall provide University with evidence of self-insurance as required under this paragraph upon request of the University. Coverage under such insurance shall be with limits not less than two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate, on a claims made basis including three (3) years extended reporting period. Practicum Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of such self-insurance.

VI. INDEMNIFICATION. See Exhibit A.

VII. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of **November 7, 2024** and shall remain in effect until **June 30, 2027** unless terminated by either party pursuant to Section VII. C, Termination.
- B. **Renewal.** This Agreement may be renewed by mutual agreement

C. **Termination.** This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. **Amendments.** In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. **Attorney's Fees.** In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

J. **COVID19.** [Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

K. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. Exhibit A is hereby incorporated in this Agreement.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**UNIVERSITY**

California State University, Northridge  
Purchasing & Contract Administration  
18111 Nordhoff Street  
Northridge, CA 91330-8231

[mariamelissa.atienza@csun.edu](mailto:mariamelissa.atienza@csun.edu)  
818/677-2069

By: \_\_\_\_\_  
Name: Maria Melissa Y. Atienza  
Title: Contracts Specialist, Purchasing &  
Contract Administration

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

Master of Social Work Program  
College of Social and Behavioral Sciences  
18111 Nordhoff Street  
Northridge, CA 91330-8226

**PRACTICUM SITE**

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

E-Mail: [mvreyes@oxnardsd.org](mailto:mvreyes@oxnardsd.org)

By: \_\_\_\_\_  
Name: Melissa Reyes  
Title: Director of Purchasing

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

## EXHIBIT A

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in aggregate throughout the course of this Agreement.

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

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

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$2 million per claim per occurrence/ \$4 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

## **INDEMNIFICATION**

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

## **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county where the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Field Contract Agreement #24-153 Falcon Roofing Company (Mitchell/Miller)**

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Falcon Roofing Company will perform Roof Replacement on the Walk In Freezers at Curren and Driffill Kitchens per attached proposal dated 12/13/2023.

Start Date: November 7, 2024

Completion Date: November 18, 2024

#### **FISCAL IMPACT:**

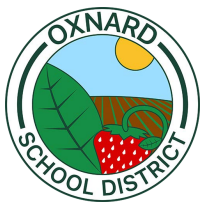
\$22,429.00 – Deferred Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #24-153 with Falcon Roofing Company, in the amount of \$22,429.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-153, Falcon Roofing Co. \(15 Pages\)](#)  
[Proposal \(1 Page\)](#)



# SERVICES AGREEMENT

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

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

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

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

## PROVIDER.

\_\_\_\_\_  
Provider

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

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

\_\_\_\_\_  
Fax Number

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

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

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

\_\_\_\_\_  
License Number (if applicable)

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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



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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Submit invoice upon completion of project to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_

# FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

## QUOTE

**TO:**

Date 12 /13 /2023

Oxnard School District  
1055 South C Street  
Oxnard , CA. 93030

**ATTN:**

Marcos Lopez

**RE:**

Curren Elementary School  
( Walk In Freezer Roof )

The following quote includes all labor and materials to complete retrofitting the existing roof system at the above mentioned location with a Tremco KEE Single Ply roof system.

**QUOTE \$ 11,543.00**

**NOTES:**

1. All debris resulting from our work shall be gathered and removed from site.
2. All labor figured at current Ventura County prevailing wage rates.
3. One (1) Year workmanship warranty on completed retrofit roof system.
4. Some of the existing cooling system may need to be removed by others to facilitate area of roof retrofit.
5. Work to be completed during normal business hours.
6. Addendum #1 Noted



Mike Parrent

date

Marcos Lopez

date

Falcon Roofing Company

Oxnard School District

# FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

## QUOTE

**TO:**

Date 10/24/24

Oxnard School District  
1055 South C Street  
Oxnard , CA. 93030

**ATTN:**

Marcos Lopez

**RE:**

Driffill Elementary School  
( Walk In Freezer Roof )

The following quote includes all labor and materials to complete retrofitting the existing roof system at the above mentioned location with a Tremco KEE Single Ply roof system.

**QUOTE \$ 10,886.00**

**NOTES:**

1. All debris resulting from our work shall be gathered and removed from site.
2. All labor figured at current Ventura County prevailing wage rates.
3. One (1) Year workmanship warranty on completed retrofit roof system.
4. Some of the existing cooling system may need to be removed by others to facilitate area of roof retrofit.
5. Work to be completed during normal business hours.
6. Addendum #1 Noted

 10-24-24

Mike Parrent  
Falcon Roofing Company

date

Marcos Lopez  
Oxnard School District

date

# BID BOND

**CONTRACTOR:**

(Name, legal status and address)

Falcon Roofing Company  
425 Constitution Ave. Suite D  
Camarillo, CA 93012

**OWNER:**

(Name, legal status and address)

Oxnard School District  
1051 South "A" Street, Oxnard, CA 93030

**BOND AMOUNT:** Ten percent (10%) of total amount bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Roof Replacement - Drifill & Curren School Freezer Buildings

**SURETY:**

(Name, legal status and address)

Philadelphia Indemnity Insurance Company  
2601 Market Place, Suite 30  
Harrisburg, PA 17110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of October, 2024

(Witness)

Falcon Roofing Company

(Principal)

(Seal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Title) Cyndi Beilman, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

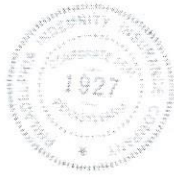
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

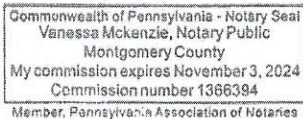


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of October, 2024.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

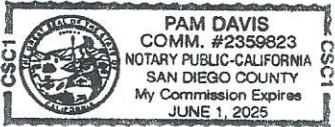
STATE OF CALIFORNIA

County of San Diego }

On October 10, 2024 before me, Pam Davis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Pam Davis

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

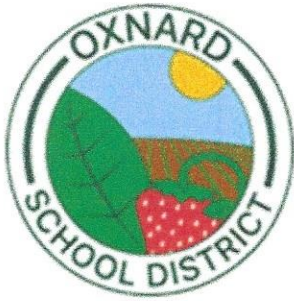
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



## ADDENDUM #1

Thursday, October 17, 2024

### OXNARD SCHOOL DISTRICT

#### FIELD CONTRACT - ROOF REPLACEMENTS @ CURREN & DRIFILL SCHOOLS WALK-IN FREEZERS PROJECT

#### **NOTICE TO ALL CONTRACTORS SUBMITTING BIDS FOR THIS WORK:**

You are hereby notified of the following changes, clarifications or modifications to the original Contract Documents, Project Manual, Drawings, Specifications, and subsequent Addenda. This Addendum shall supersede the original; Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

#### **CHANGES AND/OR CLARIFICATIONS TO THE PROJECT MANUAL, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS:**

##### **BID OPENING DATE CHANGE**

We understand the need for additional time to bid on the project and are therefore extending the bid due date.

**Date Change:** Proposals to Oxnard School District were due by Wednesday, October 16th, 2024, at 4:00 PM

**New Date:** Thursday, October 24th, 2024 at 4:00 PM.

Please email proposals to Melissa Reyes at [mvreyes@oxnardsd.org](mailto:mvreyes@oxnardsd.org).

END OF ADDENDUM #1

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Ratification of Amendment #003 to Agreement #21-140 with Kenco Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (Mitchell/Miller/CFW)**

---

On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project (“Project”). This Project requires an approved DSA Class 1 Inspector for inspection services related to the construction of the Project. Kenco Construction Services, Inc provided a response to a Request for Proposal for Onsite Inspection Services for the Rose Avenue Elementary School Reconstruction Project.

With the continued delay in securing City Approval for the off-site improvements, the Inspector of Record Services are required to be extended through March 31, 2025.

The purpose of this action item is to provide funds for additional IOR services for the Rose Avenue Elementary School Reconstruction Project.

#### **FISCAL IMPACT:**

\$52,920.00 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #003 to Agreement #21-140, with Kenco Construction Services, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #003 \(2 Pages\)](#)

[Proposal \(2 Pages\)](#)

[Agreement #21-140, KENCO Construction Services, Inc. \(21 Pages\)](#)

**Amendment No. 003 to Inspector of  
Record Services to be provided for the  
Rose Avenue Construction Project  
Agreement #21-140**

The Inspector of Record (IOR) Services Agreement (“Agreement”) #21-140 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Kenco Construction Services, Inc, is hereby amended by the parties as set forth in this Amendment No. 003 to the Agreement for Consultant Services, Inspector of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, the District retained Kenco Construction Services, Inc. to provide Inspector of Record (IOR) Inspection services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Inspector of Record has provided Inspection Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions requiring additional Inspection Services exceeding the agreed amount of Exhibit “A” in the Agreement #21-140;

WHEREAS, the Board of Trustees has taken certain actions to approve the Inspector of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Inspector of Record (IOR) services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspector of Record services as IOR including DSA required inspections through the completion of the project;

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

**AMENDMENT**

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work.** The Inspector of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. IOR agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the IOR agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Fifty-Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$52,920.00) for Amendment No. 003 and the attached proposal received from Kenco Construction Services, Inc. dated October 10, 2024, is to adjust the base fee paid to Kenco Construction Services, Inc. according to the original Service Agreement #21-140 that allows for adjustment of fees with Board of Trustee approval.

**The sum for the additional services total:**

**Fifty-Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$52,920.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Inspector of Record Services Agreement entered into and executed by the Parties on **October 20, 2021** remain in full force and effect. The Inspector of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes  
Director, Purchasing

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

**Kenco Construction Services, Inc.**

By: \_\_\_\_\_  
Ken Hinge, President

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

EXHIBIT “F”

PROPOSALS ATTACHED



DSA INSPECTIONS / MANAGEMENT  
A Division of the State Architects

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Rose Ave. 3<sup>rd</sup> Proposal Extension for DSA "Onsite" Inspections.**

**Date:** 10-10-24

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Rose Avenue – K-5 New School Campus**  
220 S. Driskill Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-119284                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One Class 1 inspector to provide certified inspections for the construction and completion of Phase One of the new Rose Elementary School and campus, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. Due to unforeseen conditions, this proposal is expected to cover Phase I only.  
**NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.  
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 4 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated 2<sup>nd</sup> Extension Proposal Start Date: ..... **September 1st, 2024**  
Estimated Completion Date: ..... **March 30<sup>th</sup>, 2025**  
6 months = 126 days = 504 hrs. (@ \$105.00 per hr.)..... **\$ 52,920.00**

**Total Estimated Proposal: \$ 52,920.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with the approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 through 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:



1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **September 1<sup>st</sup>, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationships with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with the required site accounting. KENCO Construction Services should provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X           *Kenneth Hinge*          

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 10-10-24

X \_\_\_\_\_

District Authorized Agent  
 Oxnard School District  
 Date:

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR  
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION  
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20<sup>th</sup> day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative, and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

**C.** The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

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

**OPERATIVE PROVISIONS**

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated June 15, 2021**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit "D,"** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the State Architect ("DSA"), the Office of Public School Construction ("OPSC"), the State Facilities Planning Division ("SFPD"), California Department of Education ("CDE"), the California Department of General Services ("DGS"), the Department of Toxic Substance Control ("DTSC"), the California Environmental Quality Act ("CEQA"), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

## **8. Responsibilities of District.**

- a) District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District's Program Manager, Caldwell Flores Winters, Inc. ("Program Manager"). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
  - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
  - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
  - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
  - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
  - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.


**18. Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

**19. Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

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

- a) Bylaws of the Board 9270 BB 9270 (BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB)E, and that it [ ] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

**21. Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

**23. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

**25. Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of



District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.

**27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

**28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.

a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

**29. Indemnification.**

a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.

b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.

c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

KA (Initials)

- 30. Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**
- 31. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort, Superintendent  
Re: Rose Ave Reconstruction Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
815 Colorado Boulevard, Suite 201  
Los Angeles, CA 90041  
Attention: Rick Ostrander  
Telephone: (323) 202-2550  
Email: [rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)

**To Consultant:** Kenco Construction Services, Inc.  
4664 Romola Ave.  
La Vern, CA 91750  
Attention: Kenneth Hinge, President  
Telephone(714) 981-2752  
Email: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

- 32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT**

Lisa A. Franz  
Signature

LISA A. FRANZ  
Typed Name/Title

10-22-2021  
Date

**KENCO CONSTRUCTION SERVICES, INC.**

Kennel Kyji  
Signature

President  
Typed Name/Title

10-15-21  
Date

Tax Identification Number: 27-2782038

## EXHIBIT "A"

### COMPENSATION & RATE/FEE SCHEDULE

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$367,080.00**

**II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

**III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

**A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

**B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

**C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

**D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

**IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

**A.** Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services.
- c.** Records for all travel pre-approved by District and properly charged to the Services.
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

## EXHIBIT "B"

### INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Exhibit "B"



EXHIBIT "C"

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name:           *Kemal Taj*            
Title:           *President*


AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 10-15-21

Proper Name of Consultant: KENNETH HINGE

Signature: 

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

Its: \_\_\_\_\_

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated September 20, 2021**

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-140**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 10-22-2021

By:   
Lisa A. Franz  
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT  
*A Division of the State Architects*

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Proposal for DSA "Onsite" Inspection.**

**Date:** 09-20-21

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Rose Avenue – K-5 New School Campus**  
220 S. Driskill Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-119284                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school and all site work. All documentation and DSA requirements included.  
**NOTE:** Laboratory, geo/soil or special inspections are not included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1<sup>st</sup>, 2021.

**Project Rate:** \$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.  
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

**Estimated Cost:** Estimated Start Date: ..... **October 1<sup>st</sup>, 2021**  
Estimated Completion Date: ..... **September 1<sup>st</sup>, 2023**  
23 months = 483 days = 3864 hrs. (@ \$95.00 per hr.) ..... **\$ 367,080.00**

**Total Estimated Proposal: \$ 367,080.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

***KENCO Construction Services, Inc.***  
4664 Romola Ave. La Verne, Ca. 91750  
Phone: (714) 981-2752 - E-mail: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **October 21<sup>st</sup>, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$95.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Ken Hinge

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 09-20-21

X Lisa A. Franz

District Authorized Agent  
 Oxnard School District  
 Date: 10-22-2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Ratification of Amendment #1 to Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**

---

Amendment # 1 to Agreement #24-84 with Ventura County of Education Transportation is needed in the amount of \$210,793.00 to correct an error made in the estimate that was provided by VCOE on their proposal for transportation services to OSD Special Education students. The new total agreement amount for the 2024-2025 fiscal year is \$525,273.00.

#### **FISCAL IMPACT:**

\$210,793.00 – Special Education Funds

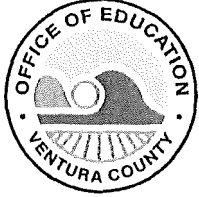
#### **RECOMMENDATION:**

It is recommended by the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #24-84 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #24-84, VCOE Transportation \(2 Pages\)](#)



Ventura County Office of Education  
Comprehensive Health and Prevention Programs  
5100 Adolfo Way  
Camarillo, CA 93012  
(805) 437-1365

## ADDENDUM TO CONTRACT

Contractor: Ventura County Office of Education

Contract Number:

Contract Period: July 1, 2024-June 30, 2025

Effective Date of Addendum:

### ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

Original Contract Amount: \$314,480.00

Revised Contract Amount: \$525,273.00

Net Change: \$210,793.00

All other original terms and conditions of the contract remain the same.

Requested by: [Signature]  
Executive Director, Student Services

Dated: 8.14.24

Approved by: [Signature]  
Executive Director, Internal Business Services

Dated: 8-15-24

Approved by: \_\_\_\_\_  
Oxnard School District

Dated: \_\_\_\_\_



Transportation Services Agreement  
For VCSSFA Covered Parties

This Transportation Services Agreement (the "Agreement") is made and entered into this August 7, 2024 by and between the Ventura County Office of Education (hereinafter referred to as "Provider Local Educational Agency") and Oxnard School District (hereinafter referred to as "Recipient Local Educational Agency" or "Recipient LEA"). Provider LEA and Recipient LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Ventura County Office of Education

Provider Local Educational Agency

5189 Verdugo Way

Street Address

Camarillo, CA 93012

City, State, Zip code

805-383-1917

Telephone Number

Julie Barron

Contact Name

jbarron@vcoe.org

Contact E-mail Address

Oxnard School District

Recipient Local Educational Agency

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

805-385-1501

Telephone Number

Dr. Anabolena DeGenna

Contact Name

adegenna@oxnardsd.org

Contact E-mail Address

**SERVICES**

Contracted Special Education Transportation based on estimated number of students

Description of Services

2024/25 School Year

Date(s) of Service

Hour(s) of Service

Destination

**FEES**

Estimated Compensation for Services

\$ 314,480.00

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

**PAYMENT.** Recipient LEA will pay Provider LEA after receipt of an invoice, net 30 days.

**CONDITIONS.** Provider LEA will have no obligation to provide services until Recipient LEA returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The Parties agree the relationship created by this Agreement is that of independent contractor. The Parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The Parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest.

**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of both of the Parties to this Agreement and may be terminated by either Party for any reason by giving the other party 30 days advance written notice.

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

The Parties agree that, in the event of any unresolved dispute under the agreement, the parties shall enter mediation or binding arbitration. Arbitration will be conducted pursuant to the rules of the American Arbitration Association and California code of Civil Procedure sections 2025 and 2031. The cost of mediation or binding arbitration shall be borne equally by the parties.

**INDEMNIFICATION.** Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

**INSURANCE.** Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers' compensation, general liability, automobile liability, property coverage, and automobile physical damage coverage under the VCSSFA self-insurance programs.

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

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

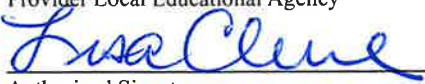
**Signature Authority.** Recipient LEA represents and warrants that Recipient LEA has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Ventura County Office of Education

Provider Local Educational Agency

By:



Authorized Signature

Lisa Cline

Name

Executive Director, Internal Business

Title

5189 Verdugo Way

Street Address

Camarillo, CA 93012

City, State, Zip Code

lcline@vcoe.org

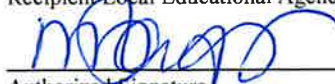
E-Mail Address

805-383-1942

Telephone

Oxnard School District

Recipient Local Educational Agency



Authorized Signature

Melissa Reyes

Name

Interim Director, Purchasing

Title

1051 S A St.

Street Address

Oxnard, CA 93030

City, State, Zip Code

mvreyes@oxnardsd.org

E-Mail Address

805-385-1501

Telephone

VENTURA COUNTY OFFICE OF EDUCATION  
 DISTRICT ESTIMATED ASSESSMENT FOR SPECIAL EDUCATION TRANSPORTATION:  
 FOR THE 2023-2024 FISCAL YEAR

As of : 02/2024

Includes the actual District excess cost for Special Education Transportation provided by the Ventura County Office of Education through December 2023.

DISTRICT NAME	DISTRICT NO.	MILES	RUNS	AVG MILES PER RUN	PERCENT OF TOTAL	ADJUSTMENT FACTOR	ADJUSTED MILES	ASSESSMENT PERCENTAGE	Orig Assesmt AMOUNT	Wheelchair Surcharge	Net Assesmt Amount	January 2024 Billing	September 2024 Est Final Billing
BRIGGS	601	118.94	9.83	10.09	7.23%	92.77%	110.34	3.1417%	119,616.90		119,617	59,808	59,808
HUENEME	602	246.76	25.08	8.21	5.88%	94.12%	232.25	6.6125%	251,767.24	18,077.53	269,845	134,922	134,922
MESA UNION	603	67.77	5.92	9.58	6.86%	93.14%	63.12	1.7971%	68,424.77		68,425	34,212	34,212
OXNARD	607	302.71	29.92	8.44	6.04%	93.96%	284.41	8.0976%	308,311.07		308,311	154,156	154,156
PLEASANT VALLEY	608	181.05	21.42	6.32	4.52%	95.48%	172.86	4.9215%	187,381.77		187,382	93,691	93,691
RIO	609	196.92	17.50	9.38	6.72%	93.28%	183.70	5.2301%	199,132.28		199,132	99,566	99,566
SOMIS UNION	612	64.63	6.58	8.22	5.89%	94.11%	60.82	1.7317%	65,933.54		65,934	32,967	32,967
OXNARD UNION HIGH	616	1103.90	88.42	10.43	7.47%	92.53%	1021.42	29.0813%	1,107,252.10	216,390.30	1,323,642	661,821	661,821
SANTA PAULA UNIFIED	617	395.16	21.58	15.26	10.93%	89.07%	351.98	10.0215%	381,561.19		381,561	190,781	190,781
CONEJO VALLEY UNIFIED	618	297.12	27.25	9.07	6.50%	93.50%	277.80	7.9094%	301,146.96	122,927.17	424,074	212,037	212,037
VENTURA UNIFIED	622	386.88	27.33	11.76	8.43%	91.57%	354.28	10.0870%	384,054.89		384,055	192,027	192,027
OAK PARK UNIFIED	623	131.68	5.33	20.44	14.64%	85.36%	112.40	3.2002%	121,846.24		121,846	60,923	60,923
MOORPARK UNIFIED	624	314.91	21.33	12.42	8.90%	91.10%	286.90	8.1685%	311,009.55	3,615.51	314,625	157,313	157,313
TOTALS	{XXXXXXXX}	3808.42	307.50	139.62	100.00%	XXXXXXX	3512.30	100.0000	3,807,438.50	361,010.51	4,168,449	2,084,225	2,084,225

REPORT FOR FISCAL YEAR

TRANSPORTATION EXPENSE:

TRANSPORTATION ENTITLEMENT:

OTHER INCOME:

Total Revenue  
 Excess cost to districts including w/c  
 Less Wheel Chair Assessment  
**NET EXCESS COST TO DISTRICTS:**

Total Transportation Expense Increase(decrease) from prior year  
 Excess Cost Increase(Decrease) from prior year

	2023-24	2022-23	2021-22	2020-21	2019-20
	\$ 8,189,132	\$ 7,153,104	\$ 6,560,344	\$ 6,050,054	\$ 6,431,710
	\$ 4,020,683	\$ 4,020,683	\$ 2,700,753	\$ 2,700,753	\$ 2,700,753
	4,020,683	4,020,683	2,700,753	2,713,799	\$2,700,753
	4,168,449	3,132,421	3,859,591	3,336,255	\$3,730,957
	361,011	379,628	379,628	365,166	329,649
	3,807,438	2,752,793	3,479,963	2,971,089	\$3,401,308
	14.48%	18.23%	-5.93%	0.95%	
	38.31%	-7.75%	-11.93%	0.30%	

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Ratification of Agreement #24-150, Practi-Cal Inc. (DeGenna/Jefferson)**

---

Practi-Cal Inc. will provide technical support for the collection and submission of direct service Medi-Cal billing. Professional development will be provided to staff to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities and regulations. CSBA will serve as the authorized billing agent for OSD to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and/or related services provided by the District's professionals to eligible students.

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

#### **FISCAL IMPACT:**

\$255,192.00 - LEA Medi-Cal funds.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-150 with Practi-Cal Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-150, PractiCal \(8 Pages\)](#)



**SCHOOL-BASED MEDICAL BILLING & DOCUMENTATION  
AGREEMENT BETWEEN THE  
OXNARD ELEMENTARY SCHOOL DISTRICT  
AND  
PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for School-Based billing services, and/or documentation services; and Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services.

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

**1. Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:

- 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
- 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
- 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.

**2. Commencement, Amendment, and Termination**

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 07/01/24 and remaining in full force and affect, except as amended or terminated as hereinafter provided.
- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than 180 days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

**3. PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

**4. DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

### 5. Fees for Services

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual license fee for access to our online documentation and billing software, program related support, resources, and electronic claims processing. The fee listed below is for the first annual period. LEA's are now eligible for program reimbursement, based on eligible participation. Practi-Cal will use the most recent year's CRCS report for determining the next year reimbursement, in compliance with federal requirements. The fee listed below will be adjusted annually to reflect changes in DISTRICT annual Program Valuation determined by the *Cost Reimbursement and Comparison Schedule (CRCS) report, Worksheet A Summary, Total Medi-Cal Maximum Reimbursable Cost row*, and/or cost of providing services.

**The DISTRICT can choose to pay this fee using one of the following methods:**

When Paid Annually = \$255,192

When Paid Quarterly = \$68,902 (\$275,607 annually)

When Paid Monthly = \$22,967 (\$275,607 annually)

5.1a Claims administration services related to the Children Youth and Behavioral Health Initiative (CYBHI) program or any direct insurance billing program, not related to the LEA Medi-Cal Billing Option Program, will be billed at 6.0% of amounts received through claims adjudication with managed and commercial insurance plans. Please see Exhibit A and B for PRACTI-CAL and DISTRICT responsibilities.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.

B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

**6. Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty day's notice in writing to such effect.

## **7. Errors and Omissions:**

7.1 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

## **8. Confidentiality:**

This section establishes the business associate relationship between DISTRICT and PRACTI-CAL and outlines the obligations, responsibilities, and expectations of the business associate in handling PHI in compliance with HIPAA regulations.

8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.

8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.

8.3 PRACTI-CAL acknowledges and agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security, and Breach Notification Rules, as applicable. PRACTI-CAL represents and warrants that its software has been designed and developed to meet the requirements of HIPAA, including but not limited to the technical, administrative, and physical safeguards required to protect the confidentiality, integrity, and availability of protected health information (PHI). PRACTI-CAL further agrees to implement and maintain appropriate policies, procedures, and controls to ensure the ongoing compliance of its software with HIPAA requirements.

## **9. Warrantees:** The DISTRICT represents and warrants that:

9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.

9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.

9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file

such CLAIMS as documented.

9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.

9.5 That neither the DISTRICT nor its employees shall submit claims except through PRACTI-CAL during the term of this AGREEMENT.

**10. Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

## **11. Remedies of the Parties**

11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.

11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000 West Sacramento, CA 95798-1000

## **12. Liability and Insurance**

12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.

12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.

12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

## **13. Miscellaneous Provisions**



- 13.1 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.2 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.3 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.4 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.5 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.6 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

#### **14. California AB 1584 Compliance (Parties agree as follows)**

- 14.1 Pupil records<sup>1</sup> obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.
- <sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications
- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**<sup>2</sup>
- <sup>2</sup> Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.
- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**
- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**
- 14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

- 14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT .
- 14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **PRACTI-CAL will archive pupil data and deactivate active district logins. Since pupil data contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.**
- 14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the DISTRICT

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

Name: Melissa Reyes

Title: Director, Purchasing

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

For PRACTI-CAL

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Exhibit A

### Practi-Cal Responsibility

- Provide access to our web-based HIPPA and FERPA compliant Electronic Health Records (EHR) claiming and special education service documentation system SpEdCare, including:
  - Health care plan writer
  - HIPPA compliant Telehealth module
  - Video IEP meeting module
  - CDE & Plan Implementation tracking and management for Medi-Cal & Non-Medi-Cal staff
  - Clinical documentation
- Cost Reimbursement and Comparison Schedule preparation & submission
- Provide access to our data and task management system
- Provide financial and provider submission reports
- Assign an experienced consultant and administrative assistant for remote program support who will be available via: Phone, email, and/or live webinars
- Access to monthly newsletter with program updates
- Provide Program Check-Up virtual meetings
- Automated submission reminders for mandated reports
- Practitioner Trainings
  - Live customized webinar trainings (PC, Mobile device)
  - Recorded Trainings (PC, Mobile device)
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process the following uploaded paper claims:
  - Contracted providers
  - Transportation logs
  - Vision & Hearing Screens
- Process student data for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership
- Children and Youth Behavioral Health Initiative (CYBHI) (In addition to the services listed above)
  - Provide webinar and/or video training and support related to participation
  - Provide access to Practi-Cal's HIPAA compliant Electronic Health Records (EHR) system
  - Transmit CYBHI eligible claims for adjudication
  - Provide financial and provider submission reports
  - Assist with compliance monitoring

## Exhibit B

### District Responsibility

- Assign a district coordinator, with enough staff hours to:
  - Ensure maximum program participation.
  - Complete Practi-Cal's annual Compliance Certification
  - Attend monthly Program Check-in meetings with Practi-Cal
  - Review all released announcements in SpEdCare.
  - Provide RMTS coding results and TSP lists for the purposes of completing CRCS
  - Respond timely to data or information requests by DHCS, Conduent and Practi-Cal
  - Maintain RMTS Code 2A documentation as required by DHCS
  - Encourage practitioners to timely record services using Practi-Cal's online software
  - Timely provide Practi-Cal with the required data elements to complete the following:
    - Cost Reimbursement and Comparison Schedule (Refer to section 5.1)
    - Annual Report
    - Provider Participation Agreement (new provider or evergreen year)
    - Data Use Agreement
  - Complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- Maintain service documentation related to reimbursed services and RMTS moments
- Enter all services related to medical billing and plan implementation, into SpEdCare.
- Ensure DHCS, CMS, and Managed Care Plan compliance standards are met
- Provide to Practi-Cal
  - Quarterly Certified TSP list from Cost Pool 1
  - Periodic student database and special education service files
  - Copy of signed Physician-Based Standards for Speech-Pathology
- Maintain active and approved LEA Billing Option provider status with DHCS
- Maintain active participation in the Random Moment Time Sampling (RMTS) program
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Approval of Agreement #24-146 – MBDU (Fox/Nocero)**

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MBDU will provide cultural and linguistic competence classes to Oxnard School District mental health staff.

Term of Agreement: November 7, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$104,000.00 – Mental Health Service Professional Demonstration Grant

#### **RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-146 with MBDU.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-146, MBDU \(4 Pages\)](#)  
[Scope of Work \(1 Page\)](#)



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

## **Maudi B. Dibinga, Unlimited (MBDU)**

### **Scope of Work**

As required by the U.S. Department of Education's Mental Health Service Professional Demonstration grant program, MBDU will provide cultural and linguistic competence classes to all participating schools and mental health staff, including interns. The primary focus of the Mental Health Service Professional Demonstration Grant is to provide professional development support to emerging Marriage and Family Therapists, as well as graduate level students who are on the path to become therapists. Oxnard School District seeks to develop professional relationships with local institutions and create pathways for professionals to earn service hours and professional development opportunities, particularly in regards to how mental health services look specifically in the school setting.

#### Estimated Cost:

- Not to exceed \$104,000 throughout the term of service

#### Term of Service:

- November 7, 2024 - June 31, 2025

#### Services Provided:

- Conducted professional development classes for the district mental health team, including LMFTs, associates, etc.
- The MBDU's classes are aligned with the evidence based CLAS standards set by SAMHSA, which include a comprehensive set of 15 action steps that provide a blueprint for individuals and mental health care providers to implement culturally and linguistically appropriate services, or CLAS.
- CLAS are services that are respectful of and responsive to the health beliefs, practices, and needs of diverse patients.
- MBDU will provide professional development preparation that is inclusive with regard to race, ethnicity, culture, language, disability, and for students who identify as LBGTQI+.
- The 1-day class will be taught at each school site (8) in Year 1, with an additional 1-day training for all mental health professionals.
- In Years 2 through 5, all mental health staff, including interns will receive an additional ten hours annually of training and coaching.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Approval of Agreement #24-148 – Rafael Ortiz, LFMT (Fox/Nocero)**

---

Rafael Ortiz, LFMT, will provide case management for Oxnard School District families and students who are experiencing homelessness, as well as to students in foster care.

Term of Agreement: November 7, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$10,000.00 – Learning Communities for School Success Program Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-148 with Rafael Ortiz, LMFT.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-148, Rafael Ortiz, LMFT \(15 Pages\)](#)  
[Scope of Work \(1 Page\)](#)



# SERVICES AGREEMENT

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

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

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

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

## PROVIDER.

\_\_\_\_\_  
Provider

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

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

\_\_\_\_\_  
Fax Number

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

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

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

\_\_\_\_\_  
License Number (if applicable)

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A



**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_

## Case Management Scope of Work

The Learning Communities for School Success Program (LCSSP) grant initiative will address the needs of the students targeted to receive services using non-punitive programs and practices, with the goal of improving attendance, reducing chronic absenteeism, reducing the use of exclusionary disciplinary practices, and improving school connectedness and supports for students in high-risk categories. Rafael Ortiz will provide Case Management support to students and families who need support connecting with external agencies and resources.

### Total Cost:

- \$600 per shift.
- Not to exceed \$10,000 for the entire term of service.

### Term:

- November 7, 2024 - June 31, 2025

### Services provided:

- Case Management for students and families experiencing homelessness.
- Case Management for foster students and their families.
- During months when students are in session, service would be approximately twice a month, for an 8-hour day, except for November and April, when it would be once per month.
- Case Manager will provide referral support for outside academic referrals.
- Case Manager will provide referral support for outside mental health referrals.
- Case Manager will help connect students and families with appropriate outside resources based on family-need.
- Collaborate with outside agencies, schools, hospital social workers, and additional providers in order to streamline referral processes and connection to resources.
- Maintain updated lists of mental health providers as well as community resources.
- Attempt to explore family barriers to services.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **Approval of Agreement #24-149 – Recovery Starts Now (Fox/Nocero)**

---

Recovery Starts Now will provide comprehensive substance use counseling and prevention services to junior high school students in grades 6 through 8 across nine campuses within the Oxnard School District. A team of six counselors will deliver services aimed at supporting students in overcoming substance use challenges, personal goals, and accessing necessary resources to improve their academic and personal outcomes.

Term of Agreement: November 7, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$112,000.00 - Learning Communities for School Success Program Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-149 with Recovery Starts Now.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-149, Recovery Starts Now \(15 Pages\)](#)  
[Scope of Work \(4 Pages\)](#)



# SERVICES AGREEMENT

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

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

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

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

## PROVIDER.

\_\_\_\_\_  
Provider

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

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

\_\_\_\_\_  
Fax Number

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

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

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

\_\_\_\_\_  
License Number (if applicable)

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**



## SCHEDULE OF FEES

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_



## Scope of Work and Cost Proposal

Contractor: Recovery Starts Now

Contracting Entity: Oxnard School District, Oxnard, California

Service Period: 8 Months

Total Contract Cost: \$112,000

### 1. Purpose

The purpose of this contract is for Recovery Starts Now to provide comprehensive substance use counseling and prevention services to junior high school students in grades 6 through 8 across nine campuses within the Oxnard School District. A team of six counselors will deliver services aimed at supporting students in overcoming substance use challenges, setting personal goals, and accessing necessary resources to improve their academic and personal outcomes.

### 2. Scope of Work

Service Delivery Schedule:

- Days of Service: Monday through Wednesday
- Hours of Service: 3 hours per campus
- Campuses Served per Day: 3 campuses
- Total Campuses Served per Week: 9 campuses
- Service Duration: 8 months

Program Components and Cost Breakdown:

#### 1. Individual Counseling (1-on-1 Sessions)

- Purpose: To provide personalized support and guidance to students experiencing substance use issues.
- Frequency: 1 to 3 individual sessions per day per campus, approximately 30 minutes each session.
- Estimated Time Commitment: 3-9 individual sessions per campus per week, totaling approximately 27-81 sessions per week across all campuses.
- Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$2,025 - \$6,075 (based on 27-81 hours of individual counseling per month per counselor)

-Total 8-Month Cost: \$16,200 - \$48,600 (this cost will not increase contract rate total)

## 2. Group Counseling

-Purpose: To facilitate group discussions focused on substance use prevention, coping skills, peer pressure, and healthy decision-making.

-Frequency: 2 hours of group counseling per day.

-Estimated Time Commitment: 6 hours per week (2 hours per day, 3 days a week), totaling approximately 24 hours per month per counselor.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$1,800 (for 24 hours per month)

- Total 8-Month Cost: \$14,400

## 3. Goal Setting and Progress Review

-Purpose: To assist students in setting personal and recovery, track their progress, and adjust plans as needed.

- Frequency: Goal-setting sessions integrated within individual counseling sessions, with progress reviews bi-weekly.

-Estimated Time Commitment: 1 hour per campus per week, totaling approximately 9 hours per week across all campuses.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$2,700 (based on 36 hours per month per counselor)

-Total 8-Month Cost: \$21,600

## 4. Case Management and Referrals

-Purpose: To provide case management services, including coordination of care, referrals to higher-level services, and follow-up.

-Frequency: As needed, based on student needs and severity of substance use issues.

-Estimated Time Commitment: 1.5 hours per campus per week, totaling approximately 13.5 hours per week across all campuses.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$3,037.50 (based on 54 hours per month per counselor)

-Total 8-Month Cost: \$24,300

## 5. Education and Prevention Workshops

- Purpose: To educate students on substance use prevention, healthy lifestyle choices, and the impact of drugs and alcohol.

- Frequency: One workshop per campus per month, approximately 1 to 3 hours each.

- Estimated Time Commitment: 9 to 27 hours per month, depending on workshop length and participation needs.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$810 - \$2,430

- Total 8-Month Cost: \$6,480 - \$19,440

#### 6. Supervision and Administrative Oversight

- Purpose: To ensure quality of services through supervision by the Clinical Director and administrative tasks including reporting, scheduling, and coordination.
- Estimated Time Commitment: 2 hours per week for supervision and administrative tasks.
- Hourly Rate: \$100/hour (Clinical Director compensation)
- Estimated Monthly Cost: \$800
- Total 8-Month Cost: \$6,400

#### 3. Summary of Costs

Service Component	Monthly Cost	Total 8-Month Cost
Individual Counseling	\$2,025 - \$6,075	\$16,200 - \$48,600
Group Counseling	\$1,800	\$14,400
Goal Setting and Progress Review	\$2,700	\$21,600
Case Management and Referrals	\$3,037.50	\$24,300
Education and Prevention Workshops	\$810 - \$2,430	\$6,480 - \$19,440
Supervision and Administrative Oversight	\$800	\$6,400
Total Cost per Month	\$10,172.50 - \$16,342.50	\$112,000

#### 4. Payment Schedule

- Total Contract Cost: The total contract amount of \$112,000 will cover all services provided under this agreement over the 8-month period.
- Payment Terms: Payments will be made in fixed monthly installments. The total contract amount will be divided into equal monthly payments, regardless of the number of hours of service provided or the number of students served.
- Payment Schedule: Payments will be issued on a monthly basis, with each installment reflecting one-eighth of the total contract cost (\$14,000 per month), regardless of the specific service delivery or student engagement during that month.
- Invoices: Recovery Starts Now will submit monthly invoices for the agreed-upon amount, and the Oxnard School District will process payments within 30 days of receipt of each invoice.

This arrangement ensures that Recovery Starts Now receives consistent payment throughout the contract period, supporting the continuity of services and financial stability of the program.

- Payments will be invoiced monthly based, with a total contract value not exceeding \$112,000 over the 8-month period.
- Payments are due within 30 days of invoice receipt by the Oxnard School District.

## 5. Reporting and Evaluation

- Bi-Monthly progress reports will be provided to the Oxnard School District, outlining service delivery, student engagement, and program outcomes.
- A final comprehensive program evaluation will be conducted at the end of the contract period, including recommendations for future programming.

## 6. Compensation Breakdown

Each counselor's hourly rate of \$75 is broken down as follows:

- Counselor Salary: \$40 per hour
- Insurance Costs: \$8 per hour
- Worker's Compensation: \$7 per hour
- Administrative and Overhead Costs: \$22 per hour

This compensation structure ensures that all operational costs are covered while providing fair compensation for the counselors' expertise and efforts.

## 7. Conclusion

This scope of work and cost proposal outlines the comprehensive services that Recovery Starts Now will provide to the Oxnard School District, with a team of six counselors ensuring broad coverage and impactful support. Under the guidance of the Clinical Director, the program is designed to meet the district's objectives of promoting a safe and healthy learning environment for all students.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (DeGenna)**

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

- October 2, 2024 Regular Meeting
- October 16, 2024 Special Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

- Attached:** [Minutes October 2 2024 Regular Meeting \(10 pages\)](#)  
[Minutes October 16 2024 Regular Meeting \(11 pages\)](#)



# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES REGULAR BOARD MEETING Wednesday, October 2, 2024

**5:00 PM - Open Meeting**

**5:30 PM - Study Session**

**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](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**

## **Section A: PRELIMINARY**

### **A.1. Call to Order and Roll Call (5:00 PM)**

Trustee Madrigal Lopez called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Monica Madrigal Lopez. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

### **A.2. Pledge of Allegiance to the Flag**

Charly Menendez, Kindergarten student in Mrs. Dato's class at McAuliffe School, and Madison Prebble, 4th grade student in Mrs. Diaz's class at McAuliffe School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Benjamin Andrade, 5th grade student in Mrs. Liston's class at McAuliffe School, read the district's Mission and Vision Statement in English. Ariadne Gomez, 3rd grade student in Ms. Cervantes's class at McAuliffe School, read the district's Mission and Vision Statement in Spanish. Christa Friday, 5th grade student in Mrs. Llamas's class at McAuliffe School, read the McAuliffe School Mission and Vision Statement.

### **A.4. Presentation by McAuliffe School**

Lynn Ebor, Principal, McAuliffe School, provided a presentation about McAuliffe.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted with the following amendment:

- Item C.4 – Increase of Hours and Abolishment of Positions (Torres/Fuentes) – item pulled from the agenda

Motion #24-33 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

### **A.6. Study Session on 2023-24 State Student Outcomes (Fox/Thomas)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Anna Thomas, Director, School Performance & Student Outcomes, presented information relative to the Student Outcome Data for 2023-24 CAASPP testing in ELA and Math.

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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**

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

There were no comments.

**A.8. Closed Session**

The Board convened to closed session at 6:00 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 -

Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:07 p.m.

**A.10. Report Out of Closed Session**

Trustee Madrigal Lopez reported that there was nothing to report out.

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

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

- Melissa Reyes, Director, Purchasing

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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**

October 2, 2024

## **Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

### **B.2. Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

Dr. Scott Carroll, Director, Certificated Human Resources, conducted a public hearing to sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25 Negotiations, Pursuant to Government Code Section 3547, and recommended the Board's authorization for the District to enter into contract negotiations with CSEA for the 2024-25 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #24-34 Authorization for the District to Enter into Contract Negotiations with CSEA for the 2024-25 School Year and any Additional Years, as May be Mutually Agreed Upon by the Parties

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

## **Section C: CONSENT AGENDA**

The consent agenda was approved as amended.

Motion #24-35 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Approve as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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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**

October 2, 2024

- C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**  
For Stephanie Gutierrez, Aimee Verhoeven, and Alison Newton, 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 \$4,500.00, to be paid from OSSA Funds.
- C.2. Setting of Date for Public Hearing-Sufficiency of Instructional Materials for 2024-2025 (Fox/Thomas)**  
As presented.
- C.3. 2023-24 California Farm to School Incubator Grant Program (Mitchell/Corona)**  
Oxnard School District has been awarded the California Farm to School K-12 Procurement and Education Grant in the amount of \$212,550.00 from the California Department of Food and Agriculture's Office of Farm to Fork (CDFA-F2F).
- C.4. Increase of Hours and Abolishment of Positions (Torres/Fuentes)**  
Item pulled at Adoption of Agenda.
- C.5. Personnel Actions (Torres/Fuentes)**  
As presented.

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

- C.6. Approval of Amendment #1 to Agreement #24-29 – Amergis Healthcare Staffing (DeGenna/Jefferson)**  
To increase the total allocated amount for providing supplemental staffing for the Special Education Department on an "as-needed" basis during the 2024-2025 fiscal year, in the amount of \$3,000,000.00, to be paid out of Special Education Funds.
- C.7. Approval of Agreement #24-117 – School Yard Rap (Fox/Shea)**  
To provide live performances that include hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity at all 20 schools in the Oxnard School District, October 7-9, 2024 and February 3-4, 2025, in the amount not to exceed \$230,000.00, to be paid out of Title 1 Funds.
- C.8. Approval of Agreement #24-118 – Mindset Academy by SWEAT III (Fox/Ordaz)**  
To provide training on student mindset development, student engagement, and emotional intelligence to staff, students, and parents, October 3, 2024 through June 30, 2025, in the amount of \$42,540.00 to be paid out of Title 1 (\$36,330.00) & Supplemental Concentration (\$6,210.00) Funds.
- C.9. Approval of Agreement #24-119 – Ventura Counseling and Wellness Center (Fox/Nocero)**

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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**

To provide drug and alcohol counseling to students in 6th, 7th, and 8th grades at Oxnard School District campuses, October 3, 2024 through June 30, 2025, in the amount of \$53,693.00, to be paid out of LCSSP Grant Funds.

**C.10. Approval of Agreement #24-120 – Read.Write.Think., LLC (Fox/Valdovinos)**

To provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$59,400.00, to be paid out of Title 1 Funds.

**C.11. Approval of Agreement #24-121 – Read.Write.Think., LLC (Fox/Anguiano)**

To provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$66,000.00, to be paid out of Title 1 Funds.

**C.12. Approval of Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)**

To provide CPR/AED and First Aid training to the Special Education Department Paraeducator staff at Oxnard School District, October 14, 2024 through June 30, 2025, in the amount not to exceed \$12,350.00, to be paid out of Special Education Funds.

**C.13. Approval of Agreement #24-127 – Center for Teaching for Biliteracy (Fox/Cordes)**

To provide virtual 1:1 check-in sessions with the Director of Teaching and Learning in order to support the OSD DLI Principals, October 3, 2024 through June 30, 2025, in the amount of \$8,250.00, to be paid out of Title II Funds.

**C.14. Approval of Agreement #24-128 - 2 Teach Global (DeGenna/Jefferson)**

To provide professional development for the Special Education Administration on virtual coaching, observation sessions followed by debriefs, and both on-site and online instructional strategies, October 3, 2024 through October 2, 2028, in the amount of \$261,905.00 for the four-year period, to be paid out of Special Education Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.15. Ratification of Amendment #2 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)**

To extend an array of services and to update the rate sheet to Special Education Home and School-Based Mental Health students on an as-needed basis per IEP during the 2024-2025 school year, in the amount not to exceed \$840,000.00, to be paid out of Special Education Funds.

**C.16. Ratification of Amendment #2 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)**

To close out applied behavioral therapy and related services for the 2023-2024 fiscal year, in the amount of \$89,527.68, to be paid out of Special Education Funds.

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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**

**C.17. Ratification of Agreement #24-123 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

To provide audiological services and assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department, July 1, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

**C.18. Ratification of Agreement #24-124 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

To provide consultant services to the Special Education Department that include applied behavioral therapy and related services, July 1, 2024 through June 30, 2025, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

**C.19. Ratification of Agreement #24-125, STAR of CA, ERA Ed (DeGenna/Jefferson)**

To provide classroom support as a consultant and 1 to 1 Behavioral Therapist for identified special education and general education students, July 1, 2024, through June 30, 2025, in the amount not to exceed \$4,000,000.00, to be paid out of Special Education Funds.

**SECTION D: ACTION ITEMS**

**D.1. Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design (Mitchell//Miller/CFW)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended that the Board of Trustees appoint Perkins Eastman Architects DPC as Architect of Record for the Dr. Lopez Academy Reconstruction Project, and approve Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the proposed project design, in the amount of \$2,864,000.00, to be paid out of Enhanced Master Construct Program Funds.

Motion #24-36 Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

**Section E: APPROVAL OF MINUTES**

**E.1. Approval of Minutes (DeGenna)**

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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**

The Board approved the minutes of the June 26, 2024 Regular Meeting, as presented.

Motion #24-37 Approval of Minutes - June 26, 2024 Regular Meeting

Mover: Brian Melanephy

Second: Rose Gonzales

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

## **Section G: CONCLUSION**

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

Ana DeGenna

- Superintendent Fellows 9/25/24
- AVID Night at Fremont 9/19/24
- OSD Student Profile
- Strategic Plan Implementation Team 9/27/24
- Supporting our New Teachers
- Shining Star Recognition 9/30/24
- October Observances

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

Rose Gonzales

- thank you to staff, principal and families of McAuliffe School
- welcome to Melissa Reyes, Director of Purchasing
- attended Harrington Back to School Night - thank you to Principal Castellanos
- attended McKinna Back to School Night - thank you to Principal Ragan
- attended Sierra Linda Back to School Night - thank you to Principal Mares
- attended Ritchen Back to School Night - thank you to Principal Zaidi
- attended McAuliffe Back to School Night - thank you to Principal Eborra
- attended Kamala Back to School Night - thank you to Principal Blevins
- recognition of Mr. Sam Reveles from Fremont for sending photos from Fremont Constitution Day

Brian Melanephy

- enjoyed going to different schools for Back to School Nights and experiencing the different ways that each site conducts theirs
- October 14 staff development days for teachers - Kamala Principal and staff will be going to a neighboring apartment complex to serve food to their families
- thank you to everyone that is going above and beyond for their community
- enjoyed meeting a new teacher who spoke very favorably regarding the onboarding

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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**



process

MaryAnn Rodriguez

- attended several back to school nights - thank you to everyone for all their hard work in making things happen
- thank you to McAuliffe for attending and presenting tonight

Monica Madrigal Lopez

- thank you to McAuliffe family for presenting
- thank you to every single person for all they do to make things happen

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

Trustee Madrigal Lopez adjourned the meeting at 8:07 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Adjourn

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 6<sup>th</sup> day of November, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 2, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES REGULAR BOARD MEETING Wednesday, October 16, 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**

## **Section A: PRELIMINARY**

### **A.1. Call to Order and Roll Call (5:00 PM)**

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

### **A.2. Pledge of Allegiance to the Flag**

Veda Lemme, 5th grade student in Mr. Lopez's class at Brekke School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Malakai McBride, 5th grade student in Ms. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in English. America Arroyo, 5th grade student in Ms. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in Spanish. Sasha Valentina Solis, 4th grade student in Ms. Hawkins's class at Brekke School, read the Brekke School Vision.

### **A.4. Presentation by Brekke School**

Cheri Scripter, Principal, Brekke School, provided a presentation about Brekke.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #24-38 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

There were no comments.

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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**

October 16, 2024

**A.7. Closed Session**

The Board convened to closed session at 5:22 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 -

Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:00 p.m.

**A.9. Report Out of Closed Session**

President Robles-Solis reported that there was nothing to report out.

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

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

- Erin Gorospe, Accounting Manager/Internal Auditor

**A.11. Report Outlining the Support System and Resources for the Biliteracy Program (Fox/Cordes)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, introduced Allison Cordes, Director, Teaching & Learning and Victor Rodriguez, Teacher on Special Assignment, who provided information about the support system and resources for teachers in the district's Biliteracy Program.

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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**

## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Larry Stein re: test scores

### **B.2. Public Hearing - Appointment of Personnel Commissioner, Ernest Morrison (DeGenna/Torres/Fuentes)**

Dr. Ana DeGenna, Superintendent, conducted a public hearing for the Board of Trustees to appoint Mr. Ernest Morrison as their representative on the Personnel Commission for a three-year term beginning December 1, 2024.

Motion #24-39 Appointment of Personnel Commissioner, Ernest Morrison

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **B.3. Public Hearing to Present Findings of Sufficient Instructional Materials for 2024-2025 and Request for Adoption of Resolution #24-06 (Fox/Thomas)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, conducted a public hearing to present findings of sufficient instructional materials for 2024-2025 and request the Board's Adoption of Resolution #24-06.

Motion #24-40 Adoption of Resolution #24-06 re: Findings of Sufficient Instructional Materials for 2024-2025

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

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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**

Motion #24-41 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

For Danielle Jefferson (Director, Special Education), Allison Raigoza (Coordinator, Behavior), Kerry Roman (DHH Teacher), Tricia Gravel (SDC Teacher), Georgine Murillo (SDC Teacher), Courtney Morrison (DHH Teacher), Allison Shapiro (DHH Teacher), and Briseida Favela (SDC Teacher), to attend the Association of College Educators - Deaf & Hard of Hearing Conference, January 29-February 3, 2025 in Washington, DC, in the amount not to exceed \$2,100.00 per attendee, \$1,500.00 to be paid from OSSA Funds and the balance to be paid from Special Education Funds.

**C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

For Eric Beadle, Antonio Alvarez, Jessica Delgado, JuanCarlo Gutierrez, Joseph Flores, Robert Duenas, Brianna Gonzalez, and Josue Ordaz, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

**C.3. Enrollment Report (Mitchell)**

As presented.

**C.4. Purchase Order/Draft Payment Report #24-03 (Mitchell/Reyes)**

As presented.

**C.5. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)**

As presented.

**C.6. Establishment of Position (Torres/Fuentes)**

As presented.

**C.7. Personnel Actions (Torres/Fuentes)**

As presented.

**Section C: APPROVAL OF AGREEMENTS**

**C.8. Approval of Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd.**

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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

**(formerly known as IBI Group) to Provide Architectural Engineering Services for Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)**

For additional costs incurred in administering architectural and design services for the Rose Avenue School Elementary School Reconstruction Project, including services related to gaining City approval of the off-site improvements and utility connections, in the amount of \$264,892.00, to be paid out of Master Construct and Implementation Funds.

**C.9. Approval of Change Order #006 for Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

To provide City of Oxnard-requested underground utility installation measurements for permits to connect utilities to the new Rose Avenue School Elementary School Site, in the amount of \$72,758.00, to be paid out of Master Construct and Implementation Funds.

**C.10. Approval of Credit Change Order #003 for Agreement #22-238 with Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

To return to the Master Construct and Implementation Fund the amount of \$188,150.00, which had been inadvertently billed under the Construction Services Agreement.

**C.11. Approval of Agreement #24-129 – Art Trek, Inc. (Fox/Anguiano)**

To provide art lessons to students at Chavez School, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$31,112.50, to be paid out of Title 1 Funds.

**C.12. Approval of Agreement #24-130 – Mindset Academy by SWEAT III (Fox/Fernandez)**

To provide enrichment programs and workshops designed to equip Elm students with tools and strategies for personal and academic development, October 17, 2024 through June 30, 2025, in the amount not to exceed \$19,450.00, to be paid out of Title III (\$9,450.00) and LCFF (\$10,000.00) Funds.

**C.13. Approval of Agreement #24-131 – San Diego County Superintendent of Schools (Fox/Cordes)**

To provide Professional Development for 7th and 8th grade world language middle school teachers during the 2024-2025 school year, October 17, 2024 through June 30, 2025, in the amount not to exceed \$24,500.00, to be paid out of Title III Funds.

**C.14. Approval of Agreement #24-132 – Alliant International University Inc. (Torres/Carroll)**

To allow students from Alliant International University Inc. to obtain suitable clinical experience through supervised teaching to students enrolled in psychology, school counseling, or teaching programs, October 17, 2024 through June 30, 2027, at no cost to Oxnard School District.

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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**



- C.15. Approval of Agreement #24-133, Pavement Engineering Inc. (Mitchell/Miller)**  
To provide engineering design and support, inspection, and contract administration services for pavement projects at Curren, Soria, Lemonwood, Marina West, McAuliffe, and San Miguel Schools, as well as at the Operations Center, October 17, 2024 through August 25, 2025, in the amount of \$140,400.00, to be paid out of the Deferred Maintenance Fund.
- C.16. Approval of Agreement #24-134 – Caldwell Flores Winters Inc. (Mitchell)**  
To provide consulting services to the Oxnard School District to assist in procuring State Aid funds for improvements to district facilities, December 1, 2024 through November 30, 2029, at a fee of 2 percent per application of the principal amount of any and all grants received.
- C.17. Approval of Agreement #24-135 with Tetra Tech to Provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$4,000.00, to be paid out of Enhanced Master Construct Program Funds.
- C.18. Approval of Agreement #24-136 with MNS Engineers, Inc. to Provide Surveying Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide Surveying Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$104,555.00, to be paid out of Enhanced Master Construct Program Funds.
- C.19. Approval of Agreement #24-137 with Universal Engineering Services to Provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$27,900.00, to be paid out of Enhanced Master Construct Program Funds.
- C.20. Approval of Agreement #24-138 with Universal Engineering Services to Provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$2,400.00 - to be paid out of Enhanced Master Construct Program funds.
- C.21. Approval of Agreement #24-139 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project (Mitchell/Miller/CFW)**  
To provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of

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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**

\$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

**C.22. Approval of Agreement #24-140 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)**

To provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of \$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

**C.23. Selection of Architect of Record to Provide Architectural Engineering Services for the Lemonwood School Changing Room Project and Approval of Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)**

For Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$138,450.00, to be paid out of Enhanced Master Construct Program Funds.

**C.24. Selection of Architect of Record to Provide Architectural Engineering Services for the Marshall School Changing Room Project and Approval of Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)**

For Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$128,800.00, to be paid out of Enhanced Master Construct Program Funds.

**C.25. Approval of Construction Services Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Mitchell/Miller/CFW)**

To provide the Pre-Construction Services portion of the Construction Services Agreement for the McAuliffe Elementary School Modernization Project, October 17, 2024 through December 31, 2024, in the amount of \$17,310.00, to be paid out of Master Construct and Implementation Funds.

**C.26. Approval of Agreement #24-144, Franklin Covey Education (Fox)**

To provide Leading at the Speed of Trust training for Educational Services Staff on November 1, 2024, in the amount not to exceed \$12,836.11, to be paid out of Supplemental Concentration Funds.

**Section D: ACTION ITEMS**

**D.1. Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year (Carroll)**

Dr. Scott Carroll, Director, Certificated Human Resources, recommended the Board's approval of a Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year.

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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**

Motion #24-42 Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

The Board approved the minutes of the August 7, 2024 Regular Meeting, the August 17, 2024 Special Meeting, the August 21, 2024 Regular Meeting, the September 4, 2024 Regular Meeting, and the September 18, 2024 Regular Meeting, as presented.

Motion #24-43 Approval of Minutes - August 7, 2024 Regular Meeting, August 17, 2024 Special Meeting, August 21, 2024 Regular Meeting, September 4, 2024 Regular Meeting, September 18, 2024 Regular Meeting

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section G: CONCLUSION**

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

Ana DeGenna

- CSUCI Visit to OSD October 8
- Site Visit to Lopez Academy October 9
- Kermés Lunch with Kamala Families October 14
- Wellness Wednesdays at Fremont October 16
- OSD Student Profile
- Oxnard College Collaboration - Dr. Roberto Gonzalez October 4
- Tea con Limón October 7
- Special Oxnard City Council Meeting - Paving the Pathways for Oxnard's Future October 8
- Week of the School Administrator October 13-19
- Professional Development Day October 14

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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

- Administrator Team Building - Bowling October 15

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

MaryAnn Rodriguez

- thank you to Brekke for presenting
- reminder to get out and volunteer, if you can

Monica Madrigal Lopez

- thank you to Brekke for presenting
- attended Special City Council meeting re: the future of our youth
- thank you to teachers, staff, and administrators for everything they do every day

Rose Gonzales

- thank you to Brekke for presenting - appreciates their partnership with nearby schools
- welcome to new administrator
- enjoyed attending Kamala Kermés

Brian Melanephy

- shared positive experience re: communication from daughter's teacher - moments that matter
- Mr. Blevins and Kamala team - actions

Veronica Robles-Solis

- thank you to Brekke for presentation
- looking forward to upcoming Trunk or Treat/Dia de Los Muertos events

## **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:02 p.m.

Motion to adjourn

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 6<sup>th</sup> day of November, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 16, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

### **First Reading to BP/AR 5113 Absences And Excuses (Fox/Nocero)**

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The BP/AR 5113 Absences And Excuses has been updated based on recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. The revised policies will be presented for a second reading and adoption at the November 20, 2024 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision to BP/AR 5113 Absences And Excuses for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [OSD Regulation 5113\\_updated 10.8.24\\_7 pages.pdf](#)  
[OSD Policy 5113\\_updated 10.8.24\\_4 pages.pdf](#)

**Regulation 5113: Absences And Excuses**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 06/21/2023 | **Last Reviewed Date:** 06/21/2023

With updates 10.8.24

**Excused Absences**

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family or grieving the death of a member of the student's immediate family or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family. (Education Code 48205)

~~Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.~~ A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observation of a religious holiday or ceremony
  - d. Attendance at religious retreats for ~~not more than four hours per semester~~ no more than one school day per semester
  - e. Attendance at an employment conference
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at a student's naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)
12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

- a. To access services from a victim services organization or agency
- b. To access grief support services
- c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family.

Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church or demonization. (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

15. ~~Work in the entertainment or allied industry. (Education Code 48225.5)~~

~~Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. For a~~



student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

16. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

17. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

### **Method of Verification**

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written, ~~note, fax, or email, or voicemail~~ digital, or audio message from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative.

The employee shall subsequently record the following:

- a. Name of student
  - b. Name of parent/guardian or parent representative
  - c. Name of verifying employee
  - d. Date(s) of absence
  - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2

above.

4. Physician's verification.
  - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
  - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

## Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 306	Explanation of absence
5 CCR 420-424	Record of verification of absence due to illness and other causes
Ed. Code 1740	<a href="#">Employment of personnel to supervise attendance</a>
Ed. Code 37201	<a href="#">School month</a>
Ed. Code 37223	<a href="#">Weekend classes</a>
Ed. Code 41601	<a href="#">Reports of average daily attendance</a>
Ed. Code 42238-42250.1	<a href="#">Apportionments</a>
Ed. Code 46000	<a href="#">Attendance records</a>
Ed. Code 46010-46015	<a href="#">Absences</a>

Ed. Code 46110-46120	<a href="#">Attendance in kindergarten and elementary schools</a>
Ed. Code 46140-46148	<a href="#">Attendance in junior high and high schools</a>
Ed. Code 48200-48208	<a href="#">Children ages 6-18; compulsory full-time attendance</a>
Ed. Code 48210-48216	<a href="#">Exclusions from attendance</a>
Ed. Code 48225.5	<a href="#">Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization</a>
Ed. Code 48240-48246	<a href="#">Supervisors of attendance</a>
Ed. Code 48260-48273	<a href="#">Truants</a>
Ed. Code 48292	<a href="#">Filing complaint against parent</a>
Ed. Code 48320-48324	<a href="#">School attendance review boards</a>
Ed. Code 48340-48341	<a href="#">Improvement of student attendance</a>
Ed. Code 48980	<a href="#">Parent/Guardian notifications</a>
Ed. Code 49067	<a href="#">Unexcused absences as cause of failing grade</a>
Ed. Code 49701	<a href="#">Provisions of the Interstate Compact on Educational Opportunities for Military Children</a>
Elec. Code 12302	<a href="#">Student participation on precinct boards</a>
Fam. Code 6920-6930	<a href="#">Consent by minor for medical treatment</a>
W&I Code 11253.5	<a href="#">Compulsory school attendance; eligibility for aid</a>
W&I Code 601-601.5	<a href="#">Habitually truant minors</a>
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	<a href="#">Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>

## Cross References

<b>Code</b>	<b>Description</b>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>

3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>
4119.41	<a href="#">Employees With Infectious Disease</a>
4219.41	<a href="#">Employees With Infectious Disease</a>
4319.41	<a href="#">Employees With Infectious Disease</a>
5000	<a href="#">Concepts And Roles</a>
5020	<a href="#">Parent Rights And Responsibilities</a>
5020	<a href="#">Parent Rights And Responsibilities</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.2	<a href="#">Exclusions From Attendance</a>
5112.5	<a href="#">Open/Closed Campus</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5131	<a href="#">Conduct</a>
5131.4	<a href="#">Student Disturbances</a>
5131.4	<a href="#">Student Disturbances</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.22	<a href="#">Infectious Diseases</a>
5141.33	<a href="#">Head Lice</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6-E PDF(1)	<a href="#">Parent/Guardian Notifications</a>
5146	<a href="#">Married/Pregnant/Parenting Students</a>
5146	<a href="#">Married/Pregnant/Parenting Students</a>
5147	<a href="#">Dropout Prevention</a>
6020	<a href="#">Parent Involvement</a>
6020	<a href="#">Parent Involvement</a>
6111	<a href="#">School Calendar</a>
6112	<a href="#">School Day</a>
6112	<a href="#">School Day</a>
6141.2	<a href="#">Recognition Of Religious Beliefs And Customs</a>

6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6164.2	<a href="#"><u>Guidance/Counseling Services</u></a>
6164.2	<a href="#"><u>Guidance/Counseling Services</u></a>
6173.2	<a href="#"><u>Education Of Children Of Military Families</u></a>
6173.2	<a href="#"><u>Education Of Children Of Military Families</u></a>
6176	<a href="#"><u>Weekend/Saturday Classes</u></a>
6176	<a href="#"><u>Weekend/Saturday Classes</u></a>
6183	<a href="#"><u>Home And Hospital Instruction</u></a>

**Policy 5113: Absences And Excuses**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/22/2018 | **Last Reviewed Date:** 08/22/2018

Updated 10.8.24

The Board of Trustees believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

In accordance with law, Board policy, and administrative regulation, An absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administrative regulations specified in Education Code 48205, and work in the entertainment or allied industry as permitted pursuant to Education Code 48225.5. (Education Code 48205)

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

Inasmuch as class participation is an integral part of to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. ~~Students in grades 7-8 shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.~~ or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations. (Education Code 46014)

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

5 CCR 306

**Description**

Explanation of absence

5 CCR 420-424

Record of verification of absence due to illness and other causes

Ed. Code 1740	<a href="#">Employment of personnel to supervise attendance</a>
Ed. Code 37201	<a href="#">School month</a>
Ed. Code 37223	<a href="#">Weekend classes</a>
Ed. Code 41601	<a href="#">Reports of average daily attendance</a>
Ed. Code 42238-42250.1	<a href="#">Apportionments</a>
Ed. Code 46000	<a href="#">Attendance records</a>
Ed. Code 46010-46015	<a href="#">Absences</a>
Ed. Code 46110-46120	<a href="#">Attendance in kindergarten and elementary schools</a>
Ed. Code 46140-46148	<a href="#">Attendance in junior high and high schools</a>
Ed. Code 48200-48208	<a href="#">Children ages 6-18; compulsory full-time attendance</a>
Ed. Code 48210-48216	<a href="#">Exclusions from attendance</a>
Ed. Code 48225.5	<a href="#">Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization</a>
Ed. Code 48240-48246	<a href="#">Supervisors of attendance</a>
Ed. Code 48260-48273	<a href="#">Truants</a>
Ed. Code 48292	<a href="#">Filing complaint against parent</a>
Ed. Code 48320-48324	<a href="#">School attendance review boards</a>
Ed. Code 48340-48341	<a href="#">Improvement of student attendance</a>
Ed. Code 48980	<a href="#">Parent/Guardian notifications</a>
Ed. Code 49067	<a href="#">Unexcused absences as cause of failing grade</a>
Ed. Code 49701	<a href="#">Provisions of the Interstate Compact on Educational Opportunities for Military Children</a>
Elec. Code 12302	<a href="#">Student participation on precinct boards</a>
Fam. Code 6920-6930	<a href="#">Consent by minor for medical treatment</a>
W&I Code 11253.5	<a href="#">Compulsory school attendance; eligibility for aid</a>
W&I Code 601-601.5	<a href="#">Habitually truant minors</a>
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	<a href="#">Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>
3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>
4119.41	<a href="#">Employees With Infectious Disease</a>
4219.41	<a href="#">Employees With Infectious Disease</a>
4319.41	<a href="#">Employees With Infectious Disease</a>
5000	<a href="#">Concepts And Roles</a>
5020	<a href="#">Parent Rights And Responsibilities</a>
5020	<a href="#">Parent Rights And Responsibilities</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.2	<a href="#">Exclusions From Attendance</a>
5112.5	<a href="#">Open/Closed Campus</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5131	<a href="#">Conduct</a>
5131.4	<a href="#">Student Disturbances</a>
5131.4	<a href="#">Student Disturbances</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.22	<a href="#">Infectious Diseases</a>
5141.33	<a href="#">Head Lice</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6-E PDF(1)	<a href="#">Parent/Guardian Notifications</a>
5146	<a href="#">Married/Pregnant/Parenting Students</a>
5146	<a href="#">Married/Pregnant/Parenting Students</a>



5147	<a href="#"><u>Dropout Prevention</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6111	<a href="#"><u>School Calendar</u></a>
6112	<a href="#"><u>School Day</u></a>
6112	<a href="#"><u>School Day</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6164.2	<a href="#"><u>Guidance/Counseling Services</u></a>
6164.2	<a href="#"><u>Guidance/Counseling Services</u></a>
6173.2	<a href="#"><u>Education Of Children Of Military Families</u></a>
6173.2	<a href="#"><u>Education Of Children Of Military Families</u></a>
6176	<a href="#"><u>Weekend/Saturday Classes</u></a>
6176	<a href="#"><u>Weekend/Saturday Classes</u></a>
6183	<a href="#"><u>Home And Hospital Instruction</u></a>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

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

**First Reading to BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

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The BP/AR 5141.21 Administering Medication and Monitoring Health Conditions has been updated based on recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. The revised policies will be presented for a second reading and adoption at the November 20, 2024 Board Meeting.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision BP/AR 5141.21 Administering Medication and Monitoring Health Conditions for first reading, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [AR 5141.21 Administering Medication & Monitoring \(7 pages\).pdf](#)  
[BP 5141.21 Administering Medication & Monitoring \(15 pages\).pdf](#)

**Regulation 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 08/23/2017

**Definitions**

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Epinephrine auto-injector* means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

*Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

*Albuterol* means a bronchodilator used to open the airways by relaxing the muscles around the bronchial tubes. (Education Code 49414.7)

*Inhaler* means a device used for the delivery of prescribed asthma medication that is inhaled. (Education Code 49414.7)

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

**Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side

effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

~~(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 – Identification and Education Under Section 504)~~

## **Parent/Guardian Responsibilities**

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. ~~Providing~~ **Submitting** parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

## **Parent/Guardian Statement**

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to ~~enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to~~ provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse

reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

### **Health Care Provider Statement**

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

### **District Responsibilities**

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered.
4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
- 5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
- 6. Ensure that student confidentiality is appropriately maintained (cf. 5125 - Student Records)
- 7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

~~(cf. 5148.2 - Before/After School Programs) (cf. 6145.2 - Athletic Competition)~~

~~(cf. 6153 - School Sponsored Trips)~~

- 8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her **the** medication
- 9. Keep all medication to be administered by the district in a locked drawer or cabinet
- 10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
- 11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
- 12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
- 13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,
- 14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

### **Emergency Epinephrine Auto-Injectors and Emergency Albuterol Inhalers**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or **when a school nurse or physician is unavailable, a trained** volunteer employee ~~when a school nurse or physician is unavailable,~~ may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. **A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has specified training.** (Education Code 49414)

**Additionally, the Superintendent or designee may make emergency stock albuterol inhalers available to school nurses and trained personnel who have volunteered to be used to provide medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress.** (Education Code 49414.7)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injectors **and/or albuterol inhalers for emergency aid to individuals exhibiting signs of anaphylaxis reaction or respiratory distress.** **Such notice shall also describe** ~~and describing~~ the training that the volunteers **s** will receive. (Education Code 49414, 49414.7)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person

designated by a physician and surgeon authorized pursuant to Education Code 49414 or 49414.7, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414, 49414.7)

~~(cf. 4131—Staff Development) (cf. 4231—Staff Development) (cf. 4331—Staff Development)~~

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors or stock albuterol inhalers for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. (Education Code 49414, 49414.7)

Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The district shall store emergency epinephrine auto-injectors and stock albuterol inhalers in an accessible location, and shall specify such location in annual notices to staff.

If an epinephrine auto-injector either medication is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors all medications shall be restocked before their expiration date. (Education Code 49414, 49414.7)

Any volunteer or trained personnel who administers either medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414, 49414.7)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414, 49414.7)

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, or 49414.7 including, but not limited to, the acceptance of epinephrine auto-injectors and/or emergency albuterol inhalers from a manufacturer or wholesaler. (Education Code 49414, 49414.7)

~~(cf. 3290—Gifts, Grants and Bequests)~~

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

~~(cf. 3580—District Records)~~

## **Emergency Medication for Opioid Overdose**

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the district accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units of the medication at each district middle, junior high, high, and adult school. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)



## Anti-Seizure Medication

A school nurse or, if a school nurse is not onsite or available, a volunteer designated by the district may administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from the student's health care provider and is suffering from a seizure. (Education Code 49468.2)

Upon receipt of a request from the parent/guardian of a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed emergency anti-seizure medication, the Superintendent or designee may designate one or more volunteer(s) at the student's school to receive initial and annual refresher training regarding the emergency use of anti-seizure medication. (Education Code 49468.2)

In order to solicit volunteers, the district shall distribute a notice at least once, but no more than two times per school year, to all staff that includes the following information: (Education Code 49468.2)

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure
2. A description of the training that the volunteer will receive
3. The right of an employee to rescind the offer to volunteer
4. A statement that there will be no retaliation against any individual for rescinding the offer to volunteer, including after receiving training

A volunteer may rescind the offer to administer emergency anti-seizure medication at any time, including after receipt of training. (Education Code 49468.2)

If a volunteer rescinds the offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, the district may distribute an additional two notices per school year to all staff. (Education Code 49468.2)

Volunteer employees shall receive initial and annual refresher training, based on standards adopted by the SPI, regarding the recognition and response to seizures and the administration of emergency anti-seizure medication. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49468.2)

Before administering emergency anti-seizure medication or therapy prescribed to treat seizures in a student diagnosed with seizures, a seizure disorder, or epilepsy, the district shall obtain from the student's parent/guardian a seizure action plan as specified in Education Code 49468.3. The school or district nurse shall collaborate with the parent/guardian of each student diagnosed with seizures, a seizure disorder, or epilepsy in the development of a plan if the student does not have an individualized education plan or Section 504 plan. (Education Code 49468.3)

If the school obtains written consent from the student's parent/guardian, in accordance with 34 CFR 99.30, the seizure action plan shall be distributed to any school staff or volunteers responsible for the supervision or care of the student. (Education Code 49468.3)

Upon receipt of a request from a parent/guardian of a student diagnosed with seizure, a seizure disorder, or epilepsy, the district shall notify the parent/guardian that the student may qualify for services or accommodations pursuant to Section 504 of the federal Rehabilitation Act of 1973 or an individualized education program and shall assist the parent/guardian with the exploration of that option. (Education Code 49468.2)

Additionally, if there are no volunteers at the student's school, the Superintendent or designee shall notify the student's parent/guardian of the student's right to be assessed for services and accommodations guaranteed under Section 504 of the federal Rehabilitation Act of 1973 and the federal Individuals with Disabilities Education Act, and may ask the parent/guardian to sign such notices. (Education Code 49468.2)

The principal or designee shall notify the school nurse assigned to the school, or if a school nurse is not assigned to the school or district, the Superintendent or designee, if an employee administers an emergency anti-seizure medication. (Education Code 49468.3)

The notification described above and the seizure action plan shall be kept on file in the office of the school nurse or a school administrator, in compliance with all applicable state and federal privacy laws. (Education Code 49468.3)

The district shall provide volunteers defense and indemnification for any and all civil liability, with information stating such being provided to the volunteer in writing and retained in the volunteer's personnel file. (Education Code 49468.5)

Trained volunteers who administer emergency anti-seizure medication or medication prescribed for seizure disorder symptoms to a student diagnosed with seizures, a seizure disorder, or epilepsy who appears to be experiencing a seizure shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for acts or omissions in administering the emergency anti-seizure medication. (Education Code 49468.5)

## Policy OXNARD SCHOOL DISTRICT

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State Description

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

### Federal Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

State References	Description
5 CCR 600-611	Administering medication to
Bus. Code 2700-	students Nursing- <a href="https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==">https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==</a>
Bus. Code 3500-	Physician assistants— <a href="https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==">https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==</a>
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors— <a href="https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==">https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==</a>
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist— <a href="https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==">https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==</a>
Ed. Code	Parent/Guardian notifications— <a href="https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==">https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==</a>
Ed. Code	Liability for treatment— <a href="https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==">https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==</a>

Ed. Code	Student emergency information -- <a href="https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==">https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==</a>
Ed. Code	Emergency epinephrine auto injectors -- <a href="https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==">https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==</a>
Ed. Code- 49414.3	Emergency medical assistance; administration of medication- for opioid overdose -- <a href="https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==">https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==</a>
Ed. Code 49414.4	Opioid Misuse
Ed. Code	Providing school personnel with voluntary emergency- training -- <a href="https://simbli.eboardsolutions.com/SU/RnYPArqT2yb1q5d85rLzq==">https://simbli.eboardsolutions.com/SU/RnYPArqT2yb1q5d85rLzq==</a>
Ed. Code 49414.7	Emergency Albuterol Inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists;-
Ed. Code 49422-49427	requirements Employment of medical- personnel -- <a href="https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==">https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==</a>
Ed. Code	Administration of prescribed medication for student -- <a href="https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==">https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==</a>
Ed. Code	Inhaled asthma medication -- <a href="https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==">https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==</a>
Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code	Continuing medication regimen;- notice -- <a href="https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==">https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==</a>
H&S 1799.113	Opioid overdose treatment

H&S Code 11362.7-11362.85

Medicinal cannabis—

<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWKE4a9iq==>

**Federal References**

**Description**

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR	Conditions under which prior written consent is required to disclose information

**Management Resources References Description**

American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in Schools, August
California's K-12 Public American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 201
American Diabetes Association	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services— <a href="https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==">https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==</a>
Website	National Diabetes Education Program— <a href="https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==">https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==</a>
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information— <a href="https://simbli.eboardsolutions.com/SU/BdavnAjiNBHZNDwPZKB17GA==">https://simbli.eboardsolutions.com/SU/BdavnAjiNBHZNDwPZKB17GA==</a>

Website	American Diabetes Association— <a href="https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==">https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==</a>
Website	California Department of Education, Health Services and School Nursing— <a href="https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2a vRDQPxw==">https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2a vRDQPxw==</a>
Website	CSBA— <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==</a>
Website	California Department of Public Health— <a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybc VsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybc VsugA==</a>

**Cross References**

**Description**

351	Emergencies And Disaster Preparedness Plan— <a href="https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1lpwlwyoLVhOg==">https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1lpwlwyoLVhOg==</a>
351	Emergencies And Disaster Preparedness Plan— <a href="https://simbli.eboardsolutions.com/SU/2ywrnkSSIVmDJxIFum2g w==">https://simbli.eboardsolutions.com/SU/2ywrnkSSIVmDJxIFum2g w==</a>
4112.	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2 w==">https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2 w==</a>
4112.9-E PDF(1)	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/IAkmxjvO20loUxdQn5Ht3 Q==">https://simbli.eboardsolutions.com/SU/IAkmxjvO20loUxdQn5Ht3 Q==</a>
4119.4	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X69 4Rew==">https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X69 4Rew==</a>
4119.43	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/BAu5NzYFGgXatN6NQM GKug==">https://simbli.eboardsolutions.com/SU/BAu5NzYFGgXatN6NQM GKug==</a>
4131	Staff Development— <a href="https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfgl1abo4kF g==">https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfgl1abo4kF g==</a>
4212.9	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJl Q==">https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJl Q==</a>
4212.9-E	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/hGIQMaYQG9O3TdzGKZ UrA==">https://simbli.eboardsolutions.com/SU/hGIQMaYQG9O3TdzGKZ UrA==</a>
4219.43	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/wh0rpv5X3rykMrEJQIWdx g==">https://simbli.eboardsolutions.com/SU/wh0rpv5X3rykMrEJQIWdx g==</a>
4219.43	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg ==">https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg ==</a>
4231	Staff Development— <a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8 w==">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8 w==</a>
4312.9	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7 Ca4slshA==">https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7 Ca4slshA==</a>
4312.9-E	Employee Notifications— <a href="https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S">https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S</a>

	<a href="#"><u>atw==</u></a>
4319.43	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmwOU4zlw=="><u>https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmwOU4zlw==</u></a>
4319.43	Universal Precautions— <a href="https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg=="><u>https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==</u></a>
5022	Student And Family Privacy Rights— <a href="https://simbli.eboardsolutions.com/SU/MLevoQiddplusislsherDOs4WexQ=="><u>https://simbli.eboardsolutions.com/SU/MLevoQiddplusislsherDOs4WexQ==</u></a>
5022	Student And Family Privacy Rights— <a href="https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA=="><u>https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==</u></a>
5113	Absences And Excuses— <a href="https://simbli.eboardsolutions.com/SU/DOumx7Tih7jCbL0LqiAZbw=="><u>https://simbli.eboardsolutions.com/SU/DOumx7Tih7jCbL0LqiAZbw==</u></a>
5113	Absences And Excuses— <a href="https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA=="><u>https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==</u></a>
5125	Student Records— <a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w=="><u>https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==</u></a>
5125	Student Records— <a href="https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg=="><u>https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==</u></a>
5131.62	Tobacco— <a href="https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWYlNQ=="><u>https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWYlNQ==</u></a>
5131.62	Tobacco— <a href="https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA=="><u>https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==</u></a>
5141	Health Care And Emergencies— <a href="https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng=="><u>https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==</u></a>
5141	Health Care And Emergencies— <a href="https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw=="><u>https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==</u></a>
5141.22	Infectious Diseases— <a href="https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ=="><u>https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==</u></a>
5141.23	Asthma Management— <a href="https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ=="><u>https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ==</u></a>
5141.23	Asthma Management— <a href="https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg=="><u>https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==</u></a>
5141.24	Specialized Health Care Services— <a href="https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w=="><u>https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==</u></a>
5141.27	Food Allergies/Special Dietary Needs— <a href="https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7QLZw=="><u>https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7QLZw==</u></a>
5141.27	Food Allergies/Special Dietary Needs— <a href="https://simbli.eboardsolutions.com/SU/pvFFle3d7gsuQRZDq0hQEA=="><u>https://simbli.eboardsolutions.com/SU/pvFFle3d7gsuQRZDq0hQEA==</u></a>



- 5141.6 School Health Services—  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==>
- 5141.6 School Health Services—  
<https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==>
- 5145.6 Parent/Guardian Notifications—  
<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
- 5145.6-E Parent/Guardian Notifications—  
<https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2ugAeqY9Q==>
- 5148.2 Before/After School Programs—  
<https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIVpQagA7HQ==>
- 5148.2 Before/After School Programs—  
<https://simbli.eboardsolutions.com/SU/g5DLLeREAwOGnrHToJCKesQ==>
- 6145.2 Athletic Competition—  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition—  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==>
- 6163.2 Animals At School—  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==>
- 6163.2 Animals At School—  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==>
- 6164.6 Identification And Education Under Section 504—  
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6oGxfwQ==>
- 6164.6 Identification And Education Under Section 504—  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>

**Policy 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/23/2017

The Board of Trustees believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 – Chronic Absence and Truancy)~~

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

~~(cf. 5141.24 – Specialized Health Care Services) (cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the **child's student's** authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

~~(cf. 1250 – Visitors/Outsiders)~~

~~(cf. 5141 – Health Care and Emergencies) (cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs) (cf. 6116 – Classroom Interruptions)~~

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

**The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)**

**Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.**

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

**Administration of Medication by School Personnel**

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 – Universal Precautions)~~

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. ~~(Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)~~

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)~~

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#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State Description

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

#### Federal Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

~~State References Description 5 CCR 600-611 Administering medication to students Bus. Code 2700-2837  
 Nursing <https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==> Bus. Code 3500-3546 Physician  
 assistants <https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==> Bus. Code 4119.2  
 Acquisition of epinephrine auto injectors  
<https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWIQ==> Bus. Code 4119.8 Acquisition of  
 naloxone hydrochloride or another opioid antagonist  
<https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==> Ed. Code 48980 Parent/Guardian  
 notifications <https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==> Ed. Code 49407  
 Liability for treatment <https://simbli.eboardsolutions.com/SU/QELiBZw6v6vivoouslshr4O3A==> Ed. Code  
 49408 Student emergency information  
<https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTTh4CDCqA==> Ed. Code 49414 Emergency  
 epinephrine auto injectors <https://simbli.eboardsolutions.com/SU/9JuMr1vqNOCC5QbFqDv9Qw==> Ed.~~

Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose—  
<https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==> Ed. Code 49414.4 Opioid Misuse  
Ed. Code 49414.5 Providing school personnel with voluntary emergency training—  
<https://simbli.eboardsolutions.com/SU/RnYPArtgT2yb1q5d85rLzg==> Ed. Code 49414.7 Emergency Albuterol  
Inhalers Ed. Code 49414.8 Funding for emergency opioid antagonists; requirements Ed. Code 49422-49427  
Employment of medical personnel—  
<https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==> Ed. Code 49423 Administration of  
prescribed medication for student—<https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZoXA==>  
Ed. Code 49423.1 Inhaled asthma medication—  
<https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==> Ed. Code 49468-49468.5 The Seizure  
Safe Schools Act Ed. Code 49480 Continuing medication regimen; notice—  
<https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==> H&S 1799.113 Opioid overdose  
treatment H&S Code 11362.7-11362.85 Medicinal cannabis—  
<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWkE4a9ig==> Federal References Description 20  
USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1400-1482 Individuals with  
Disabilities Education Act 21 USC 812 Schedule of controlled substances 21 USC 844 Penalties for possession  
of controlled substance 29 USC 794 Rehabilitation Act of 1973; Section 504 34 CFR 99.30 Conditions under  
which prior written consent is required to disclose information Management Resources References  
Description American Diabetes Association Publication Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007 American Diabetes Association Publication Program Advisory  
on Medication Administration, 2005 American Diabetes Association Publication Training Standards for the  
Administration of Epinephrine Auto-Injectors, rev. 2015 American Diabetes Association Publication Glucagon  
Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes,  
May 2006 Court Decision American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570 National Diabetes  
Education Program Publication Helping the Student with Diabetes Succeed: A Guide for School Personnel,  
June 2003 Website CSBA District and County Office of Education Legal Services—  
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==> Website National Diabetes  
Education Program—<https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==> Website U.S.  
Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma  
information—<https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==> Website American  
Diabetes Association—<https://simbli.eboardsolutions.com/SU/ZdzQITccA6IJSdCRontMZA==> Website  
California Department of Education, Health Services and School Nursing—  
<https://simbli.eboardsolutions.com/SU/8gslshmoouplus2E8Rmx2avRDQPxw==> Website CSBA—

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==> Website California Department of Public Health — <https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==> Cross References Description — 3516 — Emergencies — And — Disaster — Preparedness — Plan — <https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1lpwlwyoLVhOg==> 3516 Emergencies And Disaster Preparedness Plan — <https://simbli.eboardsolutions.com/SU/2ywrnkDSSIVmDJxIFum2qw==> 4112.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2w==> 4112.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/lAkmxjvO20loUxdQn5Ht3Q==> 4119.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==> 4119.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==> 4131 Staff Development — <https://simbli.eboardsolutions.com/SU/LzhHw2OPuSvfq1abo4kFg==> 4212.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJIQ==> 4212.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/hGIQiMaYQG9O3TdZGKZUrA==> 4219.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/whOrpv5X3ryKMrEJQIWdxg==> 4219.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnIcTVslshg==> 4231 Staff Development — <https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==> 4312.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==> 4312.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0Satw==> 4319.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==> 4319.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==> 5022 — Student — And — Family — Privacy — Rights — <https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==> 5022 Student And Family Privacy Rights — <https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==> 5113 Absences And Excuses — <https://simbli.eboardsolutions.com/SU/DOumx7TIh7jCbL0LqiAZbw==> 5113 Absences And Excuses — <https://simbli.eboardsolutions.com/SU/zgNCPkjEE5TS8anvdm0JA==> 5125 Student Records — <https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==> 5125 Student Records — <https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==> 5131.62 Tobacco — <https://simbli.eboardsolutions.com/SU/sbrqsGWZhbase8CbUWyINQ==> 5131.62 Tobacco — <https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==> 5141 Health Care And Emergencies — <https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtIa7vaPng==> 5141 Health Care And Emergencies — <https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==> 5141.22 Infectious Diseases — <https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==> 5141.23 Asthma Management — <https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfsIshxDfFQ==> 5141.23 Asthma Management — <https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVB2OhslshakuKg==> 5141.24 Specialized Health Care

Services — <https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==> 5141.27 Food  
Allergies/Special Dietary Needs — <https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7OLZw==>  
5141.27 Food Allergies/Special Dietary Needs —  
<https://simbli.eboardsolutions.com/SU/pvFFle3d7qsuQRZDq0hOEA==> 5141.6 School Health Services —  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==> 5141.6 School Health Services —  
<https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==> 5145.6 Parent/Guardian Notifications  
— <https://simbli.eboardsolutions.com/SU/hNgziAtnfXX5clQzadPhnw==> 5145.6 E PDF(1) Parent/Guardian  
Notifications — <https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAooY9Q==> 5148.2  
Before/After School Programs — <https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIVpQagA7HQ==>  
5148.2 Before/After School Programs —  
<https://simbli.eboardsolutions.com/SU/g5DLereAwOGnrHToJCKesQ==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==> 6164.6 Identification And Education  
Under Section 504 — <https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxlVJF6oGxfwQ==> 6164.6  
Identification And Education Under Section 504 —  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 06, 2024

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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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, November 1, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A