

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

**Veronica Robles-Solis**, President  
**Brian Melanephy**, Clerk  
**Monica Madrigal Lopez**, Member  
**Rose Gonzales**, Member  
**Cynthia Salas**, Member

## **ADMINISTRATION**

**Anabolena DeGenna, Ed.D.**  
Superintendent  
**Vacant**  
Assistant Superintendent,  
Business & Fiscal Services  
**Aracely Fox, Ed.D.**  
Assistant Superintendent,  
Educational Services  
**Scott Carroll, Ed.D.**  
Assistant Superintendent,  
Human Resources

## **AGENDA REGULAR BOARD MEETING Wednesday, June 11, 2025**

**5:00 PM - Open Meeting**  
**5:30 PM - Study Session**  
**7:00 PM - Return to Regular Board Meeting**

Trustee Cynthia Salas attending virtually from 848 M Street, Fresno, CA 93721

**\*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**

June 11, 2025

## 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:

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

### A.2. Pledge of Allegiance to the Flag

Carlos Valdovinos, Principal, Lemonwood School, will introduce Ryan Trevino, 5th grade student in Mrs. Medrano's class at Lemonwood, 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 Spanish by Melanie Pascual, 8th grade student in Mrs. Chua's class at Lemonwood School.

### A.4. Presentation by Lemonwood School

Carlos Valdovinos, Principal, Lemonwood School, will provide a short presentation to the Board regarding Lemonwood. 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:

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

### A.6. Recognition of Retirees (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize Certificated and Classified retirees, as listed.

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
John Avalos	Lead Custodian	32
Ismael Bañales	Instructional Assistant	34
Patricia Bentley	Teacher	11
Sherry Brown	Teacher	21
Blanca Cachu	Child Nutrition Worker	21
Celina Camarena	Office Assistant	18
Efren Chavez	Facilities Materials Specialist	11
Sergio Cuevas	Custodian	30
Amelia Gonzalez-Taylor	Teacher	7
Dori Hagerman	Teacher	17
Michael Holguin	Irrigation Specialist	13

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Rosemary Iglesias Stengel	Teacher	6
Anthony Johnson	Accounting Specialist III	9
Patricia McCarthy-Ritchie	Teacher	29
Elizabeth Pangilinan	Child Nutrition Worker	15
Bonnie Peros	Accounting Manager	10
Roberto Rodriguez	Teacher	10
Robert Scheerger	Special Education Manager	1
Lorna Shofner	Teacher	11

**A.7. Recess (10 Minutes)**

There will be a brief recess.

**A.8. Study Session - Update on Use of Pesticides (Bennett/Hubbard)**

The Director of Facilities and the Chief Information Officer will provide information regarding the use of pesticides in the district.

**A.9. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

**A.10. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142

- Anticipated Litigation:

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

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
  - Manager, Federal & State Grants
  - Manager, Special Education

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

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**A.12. Report Out of Closed Session**

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

**A.13. Adoption of Resolution #24-22 Recognizing June as Pride Month (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-22 recognizing June as Pride Month, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.14. Adoption of Resolution #24-23 Honoring the Life and Legacy of Odessa Newman-Staples (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-23 honoring the life and legacy of Odessa Newman-Staples , as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.15. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

Introduction of newly appointed Oxnard School District administrators:

- Mark Bennett, Director of Facilities
- Oscar Medina Silva, Information Technology Manager
- Deysi Navarro, Mental Health Manager

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que

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

**B.2. Public Hearing - Oxnard School District 2025-2026 Local Control Accountability Plan (Fox)**

It is the recommendation of Assistant Superintendent of Educational Services, that the Board of Trustees open the public comment period for the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP) prior to its adoption at the June 18, 2025, Board Meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**Section C: CONSENT AGENDA**

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

**C.1. Personnel Actions (Carroll/Fuentes)**

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

**C.2. Acceptance of Disclosure of Collective Bargaining Agreement with Certificated Management, Classified Management & Confidential Groups (Núñez)**

It is the recommendation of Director of Fiscal Services that the Board of Trustees accept the Disclosure of Collective Bargaining Agreement form for Certificated Management, Classified Management, and Confidential Groups, for a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees in the Confidential

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group beginning their 24th year of service with the District, a permanent increase of \$1,094.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of \$947.00 to the District cap for health and welfare benefits for the 2025–26 fiscal year, in the amounts of \$360,585.00 for fiscal year 2024-2025 and \$191,708.00 for fiscal year 2025-2026, to be paid from the General Fund.

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

It is recommended that the Board approve the following agreements:

#### **C.3. Approval of Agreement #25-37 – School Services of California (Núñez)**

It is the recommendation of the Director, Fiscal Services, that the Board of Trustees approve Agreement #25-37 with School Services of California, to provide comprehensive support in key operational areas including human resources, finance, and facilities management, as well as strategic guidance to the Superintendent and Cabinet, July 1, 2025 through June 30, 2026, in the amount not to exceed \$32,000.00, to be paid out of the General Fund.

#### **C.4. Approval of Agreement #25-50, Panorama Education, Inc. (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-50 with Panorama Education, Inc., to provide a comprehensive, web-based assessment and data platform designed to identify student needs in the area of social and emotional learning (SEL), July 1, 2025 through June 30, 2026, in the amount of \$225,205.00, to be paid out of the Multi-Tiered System of Support (MTSS) Grant.

#### **C.5. Approval of Agreement/MOU #25-54, Ventura Unified School District (Fox/Ruvalcaba)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #25-54 with the Ventura Unified School District, to provide Indian Education services to 12 eligible students within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of \$6,809.78 (matching funds), to be paid out of Title I Funds.

#### **C.6. Approval of Agreement #25-56 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-56 with Foundation for California Community Colleges/California ASAPconnect, to provide four professional development sessions for Expanded Learning Program coordinators to support the implementation of the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunities Program (ELOP), July 1, 2025 through June 30, 2026, in the amount of \$47,741.00, to be paid out of Expanded Learning Opportunities Program Funds.

#### **C.7. Approval of Agreement #25-57 – Amergis Educational Staffing (Fox/Shea)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-57 with Amergis Educational Staffing, to provide supplemental staffing services in the areas of Paraeducators, Behavior Technicians, and Nurses for the Expanded Learning Opportunities Program (ELOP) on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed \$50,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

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**C.8. Agreement #25-58 – Mobile Ed Productions Inc. (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-58 with Mobile Ed Productions Inc., to present the Sky Dome Planetarium as part of the 2025 Summer Program, July 1, 2025 through July 25, 2025, in the amount of \$12,370.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.9. Approval of Agreement #25-59 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-59 with Foundation for California Community Colleges/California Afterschool Network, to provide full-day, conference-style workshops centered on state priorities, best practices, and California's Quality Standards for Expanded Learning, as well as coaching for site and district staff in areas such as program design, staff development, student engagement, and data utilization, July 1, 2025 through June 30, 2026, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.10. Approval of Agreement #25-62, Franklin Covey Education (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-62 with Franklin Covey Education, to provide professional development training for the Special Education Department staff in the Oxnard School District with the goal of enhancing their professional skill sets and supporting effective, inclusive practices for students with diverse needs, July 1, 2025 through June 30, 2026, in the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.

**C.11. Approval of Agreement #25-64 - Action Preparedness Training (Carroll/Magaña)**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-64 with Action Preparedness Training, to provide CPR/AED and First Aid training to Oxnard School District staff, July 1, 2025 through June 30, 2026, in the amount not to exceed \$9,000.00, to be paid out of Safety Credits Funds.

**C.12. Approval of Agreement #25-65 – Tri-Signal Integration, Inc. (Hubbard/Bennett)**

It is the recommendation of the Director of Facilities and the Chief Information Officer that the Board of Trustees approve Agreement #25-65 with Tri-Signal Integration, Inc., to perform the Annual Fire Alarm System Testing and Inspections at all sites within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of \$72,435.00, to be paid out of Routine Restricted Maintenance Funds.

**C.13. Approval of Agreement #25-66 – Dial Security (Hubbard/Bennett)**

It is the recommendation of the Director of Facilities, and the Chief Information Officer, that the Board of Trustees approve Agreement #25-66 with Dial Security, to provide Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services throughout all sites within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of \$212,296.31, to be paid out of Routine Restricted Maintenance Funds.

**C.14. Approval of Agreement #25-67 – California State University, Northridge (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-67 with California State University, Northridge, to collaborate

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in the training and development of future school counselors via field placements within the district, July 1, 2025 through June 30, 2028, at no cost to Oxnard School District.

**C.15. Approval of Agreement #25-69 – Tresis Partners Corporation (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-69 with Tresis Partners Corporation, to provide specialized urgent care for head lice removal upon referral by school personnel, July 1, 2025 through June 30, 2026, in the amount not to exceed \$5,000.00, to be paid out of the General Fund.

**C.16. Approval of Agreement #25-70 – STAR of CA - ERA Ed. (Fox/Shea)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #25-70 with STAR of CA - ERA Ed., to provide supplemental staffing for the Expanded Learning Opportunities Program on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed \$225,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.17. Approval of Agreement #25-72 – Curriculum Associates, LLC (Fox/Ruvalcaba)**

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-72 with Curriculum Associates, LLC, to provide five hours of online training for teachers focused on exploring the Ellevation Strategies Professional Learning Modules, July 1, 2025 through June 30, 2026, in the amount of \$6,250.00, to be paid out of Title III Funds.

**C.18. Approval of Agreement #25-74 - Sunrise Physical Therapy Services Inc. (Carroll/Magaña)**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-74 with Sunrise Physical Therapy Services Inc., to provide ergonomic evaluations and training sessions at job sites, as requested, July 1, 2025 through June 30, 2026, in the amount not to exceed \$29,000.00, to be paid out of Ergonomic Reimbursable Funds.

**C.19. Approval of Agreement #25-75, Pavement Engineering Inc. (Hubbard/Bennett)**

It is the recommendation of the Chief Information Officer, and the Director, Facilities, that the Board of Trustees approve Agreement #25-75 with Pavement Engineering Inc., to provide engineering services to the Oxnard School District to assess, update, and maintain pavement infrastructure across all district sites, July 1, 2025 through June 30, 2026, in the amount not to exceed \$65,000.00, to be paid out of Deferred Maintenance Funds.

**C.20. Approval of Agreement #25-76 – Flewelling & Moody, Inc. (Hubbard/Bennett)**

It is the recommendation of the Director of Facilities and the Chief Information Officer that the Board of Trustees approve Agreement #25-76 with Flewelling & Moody, Inc., to provide architectural, planning, and engineering services to support the Oxnard School District's Facilities Department in the development and execution of future maintenance projects, July 1, 2025 through June 30, 2026, in the amount not to exceed \$200,000.00, to be paid out of the General Fund.

**C.21. Approval of Agreement #25-80– Frog Environmental (Hubbard/Bennett)**

It is the recommendation of the Director, Facilities, and the Chief Information Officer that the Board of Trustees approve Agreement #25-80 with Frog Environmental, to conduct the required

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Annual Comprehensive Facility Compliance Evaluation (ACCFCE) for the Oxnard School District's Transportation facility, July 1, 2025 through June 30, 2026, in the amount of \$5,616.00, to be paid out of the General Fund.

**C.22. Approval of Agreement #25-81 – 7 Mindsets (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-81 with 7 Mindsets, to provide Oxnard School District staff with a virtual training focusing on lessons and modules designed to enhance Social-Emotional Learning (SEL) for students in grades K–8, July 1, 2025 through June 30, 2026, in the amount of \$15,000.00, to be paid out of LCFF Funds.

**C.23. Approval of Agreement #25-82 - Mind Growers (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-82 with Mind Growers, to provide a Cognitive Coaching professional development initiative tailored for the Special Education Department Certificated staff, July 1, 2025 through June 30, 2026, in the amount not to exceed \$40,000.00, to be paid out of Special Education Funds.

**C.24. Approval of Agreement #25-86 – Ventura County Office of Education - Vision Specialist Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-86 with Ventura County Office of Education, to provide Vision Impaired (VI) Services two days per week to eligible students in the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed \$80,000.00, to be paid out of Special Education Funds.

**C.25. Approval of Agreement #25-87 – Ventura County Office of Education/SELPA - Physical Therapy Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-87 with Ventura County Office of Education/SELPA, to provide SELPA Physical Therapy Specialist Services to eligible students within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed \$133,500.00, to be paid out of Special Education Funds.

**C.26. Approval of Agreement #25-88 - Ventura County Office of Education/ SELPA – Orientation and Mobility Specialist Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-88 with Ventura County Office of Education/SELPA to provide SELPA Orientation & Mobility (O&M) Specialist services to support Special Education students in the Oxnard School District, July 1, 2025 - June 30, 2026, in the amount not to exceed \$49,900.00, to be paid out of Special Education Funds.

**C.27. Approval of Agreement #25-89 - Ventura County Office of Education/SELPA – Home & Hospital Instructional Teaching Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-89 with Ventura County Office of Education/SELPA, to provide Home/Hospital Instructional Teaching services on an as-needed basis to support eligible students in the Oxnard School District who are unable to attend regular school sessions, July 1, 2025 - June 30, 2026, in the amount not to exceed \$32,000.00, to be paid out of Special Education Funds.

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**C.28. Approval of Agreement #25-90 – Meathead Movers (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #25-90 with Meathead Movers, to provide professional moving services to assist with the phased construction projects at Rose Avenue, McAuliffe, and Ritchen Elementary Schools, June 19, 2025 - August 18, 2025, in the amount of \$32,000.00, to be paid out of the General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.29. Ratification of Amendment #1 to Agreement #24-87 – Ventura County Office of Education/SELPA – Physical Therapy Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #24-87 with Ventura County Office of Education/SELPA, to correct an error in the original cost estimate for the provision of Physical Therapy services, in the amount of \$5,500.00, to be paid out of Special Education Funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of the Revised Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024/25 Management and Confidential Employee Compensation/Salary Schedules, for a 2% on-schedule salary increase retroactive to July 1, 2024, in the amounts of \$360,585.00 for 2024/25 fiscal year and \$191,708.00 for 2025/26 fiscal year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Approval of Instructional Continuity Plan (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Education Services and the Director of Pupil Services that the Board of Trustees approve the Instructional Continuity Plan, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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**D.3. Approval and Adoption of Amira Reading Difficulties Risk Screener (Fox/Thomas)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, School Performance and Student Outcomes, that the Board of Trustees approve the recommendation to adopt the Amira reading difficulties risk screener for implementation starting in the 2025–2026 school year pursuant to Senate Bill 114, at no cost to Oxnard School District.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.4. Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Kristen Pifko (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve the employment agreement for Kristen Pifko as Assistant Superintendent, Business & Fiscal Services, July 1, 2025 - June 30, 2028, in the annual amount of \$215,873.00, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.5. Approval of Agreement #25-49 – Restorative Justice Services, LLC (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-49 with Restorative Justice Services, LLC., to provide a three 3-day in-person training on restorative approaches to Oxnard School District staff as part of the LCSSP grant, July 1, 2025 through August 31, 2025, in the amount not to exceed \$36,000.00, to be paid out of the Learning Communities School Success Program Grant.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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**D.6. Approval of Agreement #25-51, California Association for Bilingual Education (Fox/Ruvalcaba)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-51 with California Association for Bilingual Education (CABE), to support the ongoing implementation of Plaza Comunitaria, a Spanish literacy program designed for immigrant adults, July 1, 2025 through June 30, 2026, in the amount not to exceed \$14,000.00, to be paid out of Title III Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.7. Approval of Agreement #25-60 – School Yard Rap (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-60 with School Yard Rap, to provide assemblies at all OSD schools highlighting Latino/a history in the fall and Black history in the spring, October 20-22, 2025 & January 26-28, 2026, in the amount not to exceed \$230,000.00, to be paid out of Title 1 Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.8. Approval of Agreement #25-61 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-61 with Acceleration Behavioral Therapies, to provide comprehensive one-on-one behavioral therapy and related services to students in the Oxnard School District on an “as needed” basis, July 1, 2025 through June 30, 2026, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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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**

**D.9. Approval of Agreement #25-68, STAR of CA, ERA Ed (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-68 with STAR of CA/ ERA Ed., to provide classroom support and one-on-one behavioral therapists for identified Special Education students in the Oxnard School District on an “as needed” basis, July 1, 2025, through June 30, 2026, in the amount not to exceed \$3,000,000.00, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.10. Approval of Agreement #25-73 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-73 with Alternative Behavior Strategies, LLC, to provide one-on-one behavioral therapy and related services to students in the Oxnard School District on an “as needed” basis, July 1, 2025 through June 30, 2026, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.11. Approval of Agreement #25-77 - Dr. Frank Olmos, DFO HR Consulting (Carroll/Fuentes)**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-77 with Dr. Frank Olmos, DFO HR Consulting, to provide clerical and administrative staff of Oxnard School District with AI training workshops that are designed to provide practical, hands-on skills in using artificial intelligence to increase workplace efficiency and effectiveness, August 7, 2025, in the amount not to exceed \$3,000.00, to be paid out of LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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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**

**D.12. Approval of Agreement #25-78 – CPS HR Consulting (Carroll/Fuentes)**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-78 with CPS HR Consulting, to provide classified staff in the Oxnard School District with four on-site professional development trainings that will focus on Collaboration Skills, Dealing with Difficult People, Discovering and Working with Your Talents and Strengths, and Organizing and Prioritizing for Success, August 4, 2025, in the amount not to exceed \$10,350.00, to be paid out of LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.13. Approval of Agreement #25-79 - Edapt Schools Inc. (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-79 with Edapt Schools Inc., to provide Oxnard School District with a structured framework, expert advisory team, and a practical playbook to enable the thoughtful and effective adoption of AI technologies, July 1, 2025 – June 30, 2026, in the amount not to exceed \$44,000.00, to be paid out of LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.14. Approval of Agreement #25-84 – Ventura County Office of Education - Special Education Transportation Services 2025-2026 (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-84 with Ventura County Office of Education, to provide transportation services for eligible Special Education students on an “as needed” basis within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of \$540,724.00, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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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**

**D.15. Approval of Agreement #25-85 – Aspiranet – Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-85 with Aspiranet – Ventura County Office of Education/SELPA, to provide Special Education services on an “as needed” basis, including individual counseling and therapy, behavioral intervention and support, crisis management and de-escalation, and family training and support, July 1, 2025 through June 30, 2026, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_, Gonzales\_\_\_, Madrigal Lopez \_\_\_, Melanephy\_\_\_, 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 - Revisions to BP/E 4040 Employee Use of Technology (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to BP/E 4040 Employee Use of Technology for first reading, as presented. The revised policies will be presented for a second reading and adoption at the June 18, 2025 Board Meeting.

**F.2. First Reading - BP 5127 Graduation Ceremonies and Activities (Fox)**

It is the recommendation of the Assistant Superintendent of Educational Services, that the Board of Trustees receive the revisions to BP 5127 Graduation Ceremonies and Activities for first reading, as presented. The revised policies will be presented for a second reading and adoption at the June 18, 2025 Board Meeting.

**Section G: CONCLUSION**

**G.1. Future Agenda Items (DeGenna)**

The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<u>Item</u>	<u>Proposed Meeting Date</u>
Process for input regarding future needs and professional development	8/20/2025
Discussion of public comments process	8/20/2025
Discussion re: opportunities for anonymous feedback	9/3/2025
Discussion of free opportunities for STEM	9/3/2025

**G.2. Superintendent’s Report (3 minutes)**

A brief report will be presented concerning noteworthy activities of district staff, matters 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**

general interest to the Board, and pertinent and timely state and federal legislation.

**G.3. 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.4. ADJOURNMENT**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_, Gonzales \_\_\_, Madrigal Lopez \_\_\_, Melanephy \_\_\_, 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, June 6, 2025.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Preliminary

### **Recognition of Retirees (DeGenna)**

---

It is the recommendation of the Superintendent that the Board of Trustees recognize Certificated and Classified retirees, as listed.

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
John Avalos	Lead Custodian	32
Ismael Bañales	Instructional Assistant	34
Patricia Bentley	Teacher	11
Sherry Brown	Teacher	21
Blanca Cachu	Child Nutrition Worker	21
Celina Camarena	Office Assistant	18
Efren Chavez	Facilities Materials Specialist	11
Sergio Cuevas	Custodian	30
Amelia Gonzalez-Taylor	Teacher	7
Dori Hagerman	Teacher	17
Michael Holguin	Irrigation Specialist	13
Rosemary Iglesias Stengel	Teacher	6
Anthony Johnson	Accounting Specialist III	9
Patricia McCarthy-Ritchie	Teacher	29
Elizabeth Pangilinan	Child Nutrition Worker	15
Bonnie Peros	Accounting Manager	10
Roberto Rodriguez	Teacher	10
Robert Scheerger	Special Education Manager	1
Lorna Shofner	Teacher	11

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees recognize Certificated and Classified retirees, as listed.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Preliminary

**Recess (10 minutes)**

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There will be a brief recess.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Study Session

### **Study Session - Update on Use of Pesticides (Bennett/Hubbard)**

---

The Director of Facilities and the Chief Information Officer will provide information regarding the use of pesticides in the district, as an update to the March 19, 2025 study session on the same topic.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None - Information Only.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**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:** June 11, 2025

**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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142

- Anticipated Litigation:

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

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and  
Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-  
Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
  - Manager, Federal & State Grants
  - Manager, Special Education

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**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:** June 11, 2025

**Agenda Section:** Section A: Preliminary

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

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Preliminary

### **Adoption of Resolution #24-22 Recognizing June as Pride Month (DeGenna)**

---

The Board of Trustees will adopt Resolution #24-22, recognizing June as Pride Month.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-22 recognizing June as Pride Month, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #24-22 \(1 page\)](#)



**RESOLUTION NO. 24-22**  
**OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES**  
**RECOGNIZING JUNE AS PRIDE MONTH**

**WHEREAS**, the month of June is recognized across the United States and many parts of the world as LGBTQIA+ Pride Month, honoring the 1969 Stonewall Uprising in Manhattan, which marked a turning point in the fight for LGBTQIA+ rights; and

**WHEREAS**, Pride Month is an opportunity to celebrate the contributions, culture, and history of the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and other marginalized sexual and gender identities (LGBTQIA+) communities; and

**WHEREAS**, the Oxnard School District affirms that diversity, equity, and inclusion are core values that contribute to the strength, excellence, and success of our schools and community; and

**WHEREAS**, LGBTQIA+ students, staff, and families are vital members of the school community who deserve a safe, supportive, and affirming environment where they can learn, work, and thrive; and

**WHEREAS**, the Board of Trustees recognizes the need to promote understanding, acceptance, and respect for all individuals regardless of sexual orientation, gender identity, or gender expression; and

**WHEREAS**, acknowledging and celebrating Pride Month aligns with the District's commitment to upholding the rights, dignity, and well-being of every student, family, and staff member; and

**WHEREAS**, the District is committed to creating inclusive curricula, professional development, policies, and practices that recognize and reflect the experiences of LGBTQIA+ individuals.

**NOW, THEREFORE, BE IT RESOLVED**, that the Oxnard School District Board of Trustees hereby proclaims the month of June as **Pride Month** throughout the District and encourages all schools to engage in appropriate activities and celebrations that foster respect and understanding of LGBTQIA+ communities.

**BE IT FURTHER RESOLVED**, that the Board reaffirms its commitment to ensuring that all students and staff, including those who are LGBTQIA+, are valued, respected, and provided with equitable access to educational opportunities in a safe and welcoming environment.

Adopted this 11th day of June, 2025.

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President, Board of Trustees

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Clerk, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Preliminary

### **Adoption of Resolution #24-23 Honoring the Life and Legacy of Odessa Newman-Staples (DeGenna)**

---

The Board of Trustees will adopt Resolution #24-23 honoring the life and legacy of Odessa Newman-Staples.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-23 honoring the life and legacy of Odessa Newman-Staples, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #24-23 \(1 page\)](#)



**RESOLUTION NO. 24-23**  
**OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES**  
**HONORING THE LIFE AND LEGACY OF**  
**ODESSA NEWMAN-STAPLES**

**WHEREAS**, Oxnard School District mourns the passing and honors the extraordinary life and public service of **Odessa Newman-Staples**, a trailblazer, leader, and compassionate advocate for students, families, and education in the Oxnard community; and

**WHEREAS**, Odessa Newman-Staples made history as the **first African American member of the Oxnard School District Board of Trustees**, serving with distinction from **1977 to 1985**, and in doing so, paved the way for future generations of diverse leadership in public education; and

**WHEREAS**, during her tenure on the Board, Odessa Newman-Staples was elected by her colleagues as **Board Clerk** for the **1978–1979** and **1981–1982** school years, and further elected as **Board President** for the **1982–1983** school year, reflecting her commitment to collaboration, integrity, and responsible governance; and

**WHEREAS**, Odessa Newman-Staples served on a committee that successfully **oversaw the construction of three new school buildings in just eight years**, demonstrating her dedication to expanding educational access and modernizing facilities for the growing student population; and

**WHEREAS**, she played a key role in **establishing the District’s year-round education program**, helping to create more flexible, efficient learning environments that responded to the needs of students and families; and

**WHEREAS**, Odessa Newman-Staples was instrumental in the **development of a special education program in San Miguel**, ensuring that children with diverse learning needs were recognized, supported, and provided with the resources to succeed; and

**WHEREAS**, Odessa Newman-Staples is remembered fondly by Oxnard School District staff as a **positive, caring person who always had a smile on her face**, bringing kindness, hope, and inspiration to all;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Oxnard School District does hereby **honor and commemorate the life, service, and legacy of Odessa Newman-Staples**, and expresses its deepest gratitude for her groundbreaking contributions to the District and the community at large.

**BE IT FURTHER RESOLVED**, that the Board extends heartfelt condolences to her family, friends, and loved ones, and commits to upholding the values she championed through continued work toward equity, representation, and excellence in education.

Adopted this 11<sup>th</sup> day of June, 2025.

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President, Board of Trustees

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Clerk, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

---

Introduction of newly appointed Oxnard School District administrators:

- Mark Bennett, Director of Facilities
- Oscar Medina Silva, Information Technology Manager
- Deysi Navarro, Mental Health Manager

#### **FISCAL IMPACT:**

Information only.

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section B: Hearing

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

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

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section B: Hearing

### **Public Hearing - Oxnard School District 2025-2026 Local Control Accountability Plan (Fox)**

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In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP) prior to its adoption at the June 18, 2025, Board Meeting.

Information on the Local Control Accountability Plan and the draft for the 2025-2026 LCAP can be accessed on the Oxnard School District website.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of Assistant Superintendent of Educational Services, that the Board of Trustees open the public comment period for the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP).

#### **ADDITIONAL MATERIALS:**

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



# OXNARD SCHOOL DISTRICT

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

## PUBLIC HEARING NOTICE

### Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP)

May 21, 2025

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 4, 2025, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2025-2026 Local Control Accountability Plan (LCAP).

Information on the Local Control Accountability Plan and the draft for the 2025-2026 LCAP can be accessed on the Oxnard School District website and at the link below:

[2025-2026 LCAP](#)

Hard copies of the LCAP are also available at the Oxnard School District Office.

Dr. Aracely Fox  
Assistant Superintendent,  
Educational Services Department  
(805) 385-1501, ext. 2301

***Mission: IGNITE • TRANSFORM • NURTURE • EMBRACE***

*Posting Date(s): May 22, 2025*

*Posting Location(s): District Office, Schools, and Oxnard School District website*

*Published in the Ventura County Star Newspaper on May 25, 2025*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

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

### **Personnel Actions (Carroll/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:** [Certificated Personnel Actions 06042025 \(1 Page\)](#)  
[Classified Personnel Actions \(1 page\)](#)

## 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**

Hernandez, Jailene	SPED Teacher	2025/2026 School Year
Jasso, Judy	School Counselor	June 1, 2025
Parisi, Eleni	SPED Teacher	2025/2026 School Year
Perry, Alexander	SPED Teacher	2025/2026 School Year
Rodriguez, Fiona	SPED Teacher	2025/2026 School Year
Viveros, Chrystal	SPED Teacher	2025/2026 School Year
Cassidy, Monica	Substitute Teacher	2024/2025 School Year
Lopez, Rosalinda	Substitute Teacher	2024/2025 School Year
Soto, Karina	Substitute Teacher	2024/2025 School Year
Tardiff, Darlene	Substitute Teacher	2024/2025 School Year

### **Return from 39-Month Leave**

Mendoza, Cecilia	Teacher	May 27, 2025
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### **Retirement**

Bentley, Patricia	Teacher	June 18, 2025
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### **Resignation**

Lepe, Sarah	Manager	July 30, 2025
Singh, Virender	Teacher	June 18, 2025
Torres, Yolanda	Teacher	June 30, 2025

### **Unpaid Leave of Absence**

Nippard, Peter	SPED Teacher	July 1, 2025 – June 30, 2026
Perez-Vitela, Ivon	SPED Teacher	August 13, 2025 – June 30, 2026
Reyes, Maria	Teacher	April 22, 2025 – June 18, 2025

**New Hires**

Ahumada, Gustavo D	Custodian, Elm School 5 hrs./245 days	05/19/2025
Garcia, Alejandro	Paraeducator – Special Education, McAuliffe School 5.75 hrs./183 days	05/14/2025

**Exempt**

Hernandez, Meredith J	AVID Tutor (Substitute)	05/12/2025
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**Limited Term/Substitutes**

Clark, Angela J	Child Nutrition Worker (Substitute)	05/13/2025
Garcia, Isabela	Paraeducator (Substitute)	05/12/2025
Guzman, Richard	Paraeducator (Substitute)	05/05/2025
Luna, Emily A	Paraeducator (Substitute)	05/12/2025
Oseguera, Fabian H	Custodian (Substitute)	04/23/2025
	Grounds and Maintenance (Substitute)	04/23/2025
	Warehouse (Substitute)	04/23/2025
Rodriguez Gonzalez, Ma Irene	Child Nutrition Worker (Substitute)	05/13/2025

**Resignations**

Gonzalez, Anahi	Health Care Technician, Pupil Services 8hrs./ 183 days	05/16/2025
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with Certificated Management, Classified Management & Confidential Groups (Núñez)**

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In accordance with Assembly Bill (AB) 1200 and Government Code Section 3547.5:

*"Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction."*

Pursuant to this requirement, cost projections for the proposed agreement between the District and Certificated Management, Classified Management, and Confidential groups are presented for the Board's review and information.

The Ventura County Office of Education has reviewed and affirmed that the terms of the proposed agreement would allow the District to meet its financial obligations and maintain fiscal solvency.

#### **Summary of Agreement Provisions**

- 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024.
- New longevity step added for employees in the confidential group beginning their 24th year of service with the District.
- Permanent increase of \$1,094 to the District health and welfare cap, bringing the new cap to \$16,024, effective July 1, 2025.
- For the 2025–26 fiscal year, a temporary increase of \$947 will be added to the District cap for health and welfare benefits.

#### **FISCAL IMPACT:**

- Fiscal year 2024-2025 \$360,585.00 paid from General Fund
- Fiscal year 2025-2026 \$191,708.00 paid from General Fund

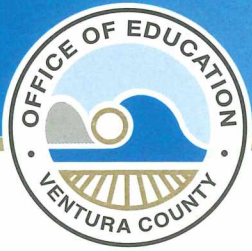
#### **RECOMMENDATION:**

It is the recommendation of Director of Fiscal Services that the Board accept the Disclosure of Collective Bargaining Agreement form for Certificated Management, Classified Management, and Confidential Groups.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Letter from VCOE \(1 page\)](#)

AB 1200 Disclosure (5 pages)



## Administration

5189 Verdugo Way  
Camarillo, CA 93012  
805-383-1902 • FAX: 805-383-1908  
www.vcoe.org

# VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

May 28, 2025

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

Dear Dr. DeGenna:

Ventura County Office of Education (VCOE) has reviewed the Disclosure of Collective Bargaining Agreement for the Management and Confidential Unrepresented group dated May 22, 2025. The County Office assesses and comments on the financial impact of the proposed agreement and whether it will allow the district to meet its financial obligations in the current and subsequent fiscal years (Government Code Section 3547.5).

Based upon the data presented, it appears that the terms of the tentative agreement would allow the district to meet its financial obligations. It is important to remember that budget assumptions will change over time, and those changes could impact the agreement's effect on the financial condition of the district.

Sincerely,

A handwritten signature in blue ink, which appears to read "César Morales".

Dr. César Morales  
Ventura County Superintendent of Schools

cc: Patricia Nunez, Oxnard School District  
Misty Key, Ventura County Office of Education  
Danni Brook, Ventura County Office of Education

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Certificated Management, Classified Management & Confidential

The proposed agreement covers the period:  
 Beginning: 7/1/2024  
 Ending: 6/30/2025

Employee Type:  
 Certificated: x  
 Classified: x

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 4, 2025

## A. Proposed Change in Compensation:

Compensation		Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2024-25	For Multi-year Agreements	
				Year 2 2025-26	Year 3 2026-27
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 14,227,872	\$ 284,557 2.00%	\$ %	\$ %
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	<b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ 3,240 0.02%	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,801,400	\$ 76,028 2.00%	\$ 1,223 0.03%	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$	\$ %	\$ 187,245	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 18,029,272	\$ 360,585 2.00%	\$ 191,708 1.06%	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 95	# 95	# 95	# 95
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 189,782	\$ 3,796 2.00%	\$ 2,018 1.06%	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 326	\$ 333 2.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 708	\$ 722 2.00%	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

2% on schedule, on-going salary increase retro to July1 ,2024. A new longevity step for Confidential Group at year 24 has been added to salary schedule. An increase of \$1,094 to the district cap, new cap \$16,024 starting July 1, 2025. For the 2025-26 fiscal year, there will be a temporary increase of \$947 to the district cap for health and welfare benefits.

**Disclosure of Collective Bargaining Agreement**

**School District:** Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

n/a

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

n/a

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

n/a

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

Increase in deficit

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Combination of LCFF and Restricted Resources.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

Combination of LCFF and Restricted Resources

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

Combination of LCFF and Restricted Resources

**Disclosure of Collective Bargaining Agreement**  
**School District: Oxnard School District**

	(Col. 1) Latest Board Approved Budget Before Settlement As of 3/19/2025	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	194,899,130	0	0	194,899,130
Remaining Revenues (8100-8799)	75,541,686	0	0	75,541,686
<b>TOTAL REVENUES</b>	<b>270,440,816</b>	<b>0</b>	<b>0</b>	<b>270,440,816</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	115,084,783	205,149	1,942,040	117,231,972
2000 Classified Salaries	48,044,438	79,408	1,051,806	49,175,652
3000 Employees' Benefits	65,683,356	76,027	818,208	66,577,591
4000 Books and Supplies	14,885,579	0	0	14,885,579
5000 Services and Operating Expenses	79,439,517	0	0	79,439,517
6000 Capital Outlay	3,797,756	0	0	3,797,756
7100-7499 Other	2,142,271	0	0	2,142,271
<b>TOTAL EXPENDITURES</b>	<b>329,077,700</b>	<b>360,585</b>	<b>3,812,054</b>	<b>333,250,338</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(58,636,884)</b>	<b>(360,585)</b>	<b>(3,812,054)</b>	<b>(62,809,522)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(58,636,884)</b>	<b>(360,585)</b>	<b>(3,812,054)</b>	<b>(62,809,522)</b>
<b>BEGINNING BALANCE</b>	146,947,417	0	0	146,947,417
<b>CURRENT YEAR ENDING BALANCE</b>	<b>88,310,533</b>	<b>(360,585)</b>	<b>(3,812,054)</b>	<b>84,137,895</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	29,523,060	(169,162)	(950,600)	28,403,297
Committed (9750 / 9760)	3,768,550	0	0	3,768,550
Assigned (9780)	21,991,154	(227,481)	(2,972,203)	18,791,470
Reserve for Economic Uncertainties (9789)	32,907,769	36,058	110,750	33,054,577
Unappropriated Amounts (9790)	0	0	(0)	0

\* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

**Please include comments and explanations as necessary:**

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

Multi-Year Projections			
	(Col. 1) 2024-25 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2025-26	(Col. 3) Budget Year 2 2026-27
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	194,899,130	194,882,751	196,340,967
Remaining Revenues (8100-8799)	75,541,686	73,181,921	74,120,930
<b>TOTAL REVENUES</b>	<b>270,440,816</b>	<b>268,064,672</b>	<b>270,461,897</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	117,231,972	115,780,347	112,947,583
2000 Classified Salaries	49,175,652	49,707,980	49,722,534
3000 Employees' Benefits	66,577,591	66,060,591	67,266,583
4000 Books and Supplies	14,885,579	11,850,754	11,850,754
5000 Services and Operating Expenses	79,439,517	48,667,871	48,667,871
6000 Capital Outlay	3,797,756	754,897	754,897
7100-7499 Other	2,142,271	2,142,271	2,142,271
<b>TOTAL EXPENDITURES</b>	<b>333,250,338</b>	<b>294,964,711</b>	<b>293,352,493</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(62,809,522)</b>	<b>(26,900,039)</b>	<b>(22,890,596)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(62,809,522)</b>	<b>(26,900,039)</b>	<b>(22,890,596)</b>
<b>BEGINNING BALANCE</b>	146,947,417	84,137,895	57,237,856
<b>CURRENT YEAR ENDING BALANCE</b>	<b>84,137,895</b>	<b>57,237,856</b>	<b>34,347,260</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	28,403,297	28,403,297	24,142,803
Committed (9750 / 9760)	3,768,550	3,768,550	
Assigned (9780)	18,791,470	1,315,976	
Reserve for Economic Uncertainties (9789)	33,054,577	23,630,032	10,084,457
Unappropriated Amounts (9790)	0	0	(0)

Multi-Year Projections Assumptions:

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2024-25	2025-26	2026-27
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 333,250,338	\$ 294,964,711	\$ 293,352,493
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$80,000 for a district with less than 1,001 ADA)	\$ 9,997,510	\$ 8,848,941	\$ 8,800,575

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2024-25	2025-26	2026-27
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 33,054,577	\$ 23,630,032	\$ 10,084,457
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 33,054,577	\$ 23,630,032	\$ 10,084,457

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

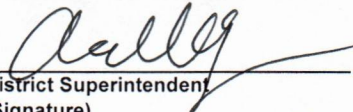
☒ Yes

☐ No

H. Certification

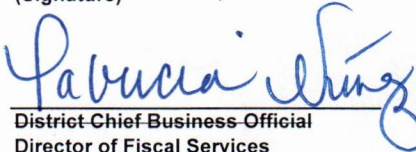
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
District Superintendent  
(Signature)

Dr. Anabolena DeGenna  
Printed Name

05/22/2025  
Date

  
District Chief Business Official  
Director of Fiscal Services  
(Signature)

Patricia Núñez  
Printed Name

5/22/2025  
Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-37 – School Services of California (Núñez)**

---

School Services of California provides comprehensive support to school districts throughout the state, offering programs and expertise in key operational areas including human resources, finance, and facilities management. These services are tailored to increase staff effectiveness and support improved student outcomes across multiple domains such as legislative affairs, facilities planning, fiscal oversight, educational services, human resources, and special education.

In addition, School Services of California offers strategic guidance to the Superintendent and Cabinet, supporting district-wide planning and implementation efforts to ensure alignment with educational goals and regulatory compliance.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$32,000.00 – General Fund

#### **RECOMMENDATION:**

It is recommended by the Director, Fiscal Services, that the Board of Trustees approve Agreement #25-37 with School Services of California.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-37, School Services of California \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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May 23, 2025

1121 L Street

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Suite 1060

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Sacramento

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California 95814

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TEL: 916 . 446 . 7517

•

FAX: 916 . 446 . 2011

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www.sscal.com

Patty Núñez  
Director of Fiscal Services  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

Dear Patty Núñez,

It has been a privilege to work with Oxnard School District (District) the last few years. School Services of California Inc. (SSC) looks forward to continuing to provide the District with assistance regarding fiscal advice, budget and facilities support, educational program planning and implementation guidance related to legislative proposals and actions, and advocacy, as needed. We remain committed to our partnership for the benefit of Oxnard's students.

Our current Agreement for Special Services (Agreement) expires on June 30, 2025. Enclosed is a renewal Agreement for your consideration that includes the same details as the 2024-25 Agreement, with the exception of a slight increase for our annual *Fiscal Report* subscription. For the *Fiscal Report* and associated Fiscal Budget Services, the Agreement includes an annual fee of \$4,920.00. For Fiscal Advice, Budget Support, and Legislative and Budget Advocacy, the Agreement includes an annual fee of \$24,000.00 which may be paid at \$2,000.00 per month. Our fees for providing the services will not exceed \$32,000.

We appreciate the confidence you have expressed in SSC and the support we provide. Thank you for giving us the opportunity to work with you and District. If you have any questions, please do not hesitate to contact me at (916) 505-8639 or via email at [LeilaniA@sscal.com](mailto:LeilaniA@sscal.com).

Sincerely,



Leilani Aguinaldo  
Senior Director, Governmental Relations

cc: Patty Lomeli, Executive Assistant, Business Services, Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-50, Panorama Education, Inc. (Fox/Nocero)**

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Panorama Education, Inc. will provide a comprehensive, web-based assessment and data platform designed to identify student needs in the area of social and emotional learning (SEL). Through Panorama Surveys, schools and districts can collect valid and reliable feedback on a wide range of essential topics—including student engagement, communication, school climate, and culture.

Panorama for Social-Emotional Learning equips educators with research-based measures and actionable data to better understand and support students' SEL development. These insights focus on the critical skills and mindsets that contribute to students' success both in school and beyond.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$225,205.00 – Multi-Tiered System of Support (MTSS) Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-50 with Panorama Education, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-50, Panorama Education, Inc. \(15 Pages\)](#)  
[Proposal \(8 Pages\)](#)



## 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 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.
  - A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

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

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

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

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

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

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

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

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

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

**NOT APPLICABLE**

- 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

**NOT APPLICABLE**

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

**SCHEDULE OF FEES**

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org)

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

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: \_\_\_\_\_

# SERVICE ORDER



**Oxnard School District (CA)**  
**1051 S A St**  
**Oxnard / CA / 93030**

**Panorama Education, Inc.**  
**24 School St, Fourth Floor**  
**Boston, MA 02108**

**Contact:**  
Account Management Team  
[contact@panoramaed.com](mailto:contact@panoramaed.com)  
(617) 356-8123

**Primary Contact Name:** Jodi Nocero  
**Primary Contact Phone Number:** 805.385.1501 ext. 2161  
**Primary Contact Email Address:** [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org)

**Invoiced on Effective Date, Net 30**  
**Pricing Valid Through: 07/01/2025**

(1) Description of Services and (2) Fees		Effective Date: 7/1/2025 Contract End Date: 6/30/2026
Licenses/Services		Fees Over Term
<b>Student Success Platform:</b> Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration; On-Site Foundations Teaching & Learning Package; Virtual Foundations Package;		<b>\$ 103,950.00</b>
<b>Panorama Survey Platform:</b> Family Surveys; Student Surveys; Teacher and Staff Surveys;		<b>\$ 60,750.00</b>
<b>Check-Ins:</b> * Check-ins surveys and reporting		<b>\$ 10,125.00</b>
<b>Consultation (Virtual):</b> Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	<b>20 included</b>	<b>\$ 15,000.00</b>
<b>Program-Focused Advising:</b> Includes monthly or 12x annual advising support with a professional learning advisor.	<b>1 included</b>	<b>\$ 15,000.00</b>

<b>Success+ Support Package - Premier Tier:</b>  - Dedicated Project Manager - Access to a Solutions Engineer - Email & Phone based Tech Support - 1 biz day SLA - (3) named ticket priority - Access to Academy & Playbook		<b>\$ 10,000.00</b>
<b>Professional Development Workshop (Virtual):</b>  Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups	<b>3 included</b>	<b>\$ 4,500.00</b>
<b>Total Over Contract Term:</b>		<b>\$ 219,325.00</b>

<b>(1) Description of Services and (2) Fees</b>		<b>Effective Date: 9/27/2025</b> <b>Contract End Date: 6/30/2026</b>
<u><b>Licenses/Services</b></u>		<u><b>Fees Over Term</b></u>
<b>Paper Surveys - Stuffed 9x12 Windowed Envelopes with Staples:</b>  Stapled Survey Forms stuffed into 9x12 windowed envelope; Panorama prints & ships to client *Additional fees apply for any additional printing, shipping, scanning, and/or processing not covered under this Service Order.	<b>2000 included</b>	<b>\$ 5,880.00</b>
<b>Total Over Contract Term:</b>		<b>\$ 5,880.00</b>

<b>Total of Full Contract:</b>	<b>\$225,205.00</b>
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<b>(3) Agreement</b>
The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO"); (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"); and (iii) if applicable, a data privacy agreement executed between Client and Panorama, on or following the Effective Date, which by mutual execution (or execution by Client and submission to Panorama of an NDPA Exhibit E) shall hereby be incorporated by reference into this SO.
<b>(4) Supplemental Terms and Conditions (if any)</b>

<b>(5) Client Accounts Payable Information</b>		
<i>Accounts Payable Contact Name</i>	Patricia Nunez	
<i>Accounts Payable Phone Number</i>	805.385.1501	
<i>Accounts Payable Email Address</i>	accountspayable@oxnardsd.org	
<i>Will Client Be Submitting Purchase Order?</i>	YES [ <input checked="" type="checkbox"/> ]    NO [ <input type="checkbox"/> ]	
<b>Authorization</b>		
By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

## Terms

**BACKGROUND**

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

**1 RIGHT TO USE PLATFORM**

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing,

each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

**2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY**

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. "Intellectual Property" means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) mask works, mask work registrations and applications for mask work registrations; (d) designs and similar rights, design registrations, design registration applications, and integrated circuit topographies and similar rights; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.

## Exhibit A

### Terms

1. Panorama retains all right, title and interest in and to the Platform, and all Intellectual Property rights relating thereto including but not limited to all products provided under this Agreement, all deliverables, support and maintenance services, additional features or functionality including customizations requested by Client, learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), and all copies and parts of any of the foregoing, and all Intellectual Property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

2. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

3. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected

unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

4. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

5. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

### 4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (“Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the

Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party’s written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party’s Confidential Information, and all embodiments thereof, that is in Receiving Party’s possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT’S USE OF THE PLATFORM OTHER

THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

**7.2 General Cap on Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

**7.3 Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**7.4 Indemnification by Panorama.** Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use

of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

**7.5 Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

**7.6 Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

**8.1 Artificial Intelligence.** Certain Panorama products involve generative AI software which uses large language models and therefore is to be used for informational purposes only. Panorama disclaims any and all responsibility for inaccuracies, omissions, or errors in the AI-generated content, and in no event will Panorama be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, arising in connection with any use of the AI-generated content. Client solely responsible for its use of the AI-generated content as well as to any third party with whom it shares the AI-generated content. Client is granted a limited license to access and use the AI-generated content generated from authorized use of Panorama's services solely for non-commercial use, provided that Client and its Authorized Users keep any and all copyright or other proprietary notices intact. ***Panorama is not a medical health provider. By accessing AI-generated content, Client understands and agrees that Panorama is not providing, or intending to provide, health care, or attempting to diagnose,***

***identify, treat, prevent, or cure any physical, mental, or emotional issue, disease, or condition.***

8.2 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.3 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.4 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.5 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.6 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.7 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate

the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.8 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.9 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.10 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement/MOU #25-54, Ventura Unified School District (Fox/Ruvalcaba)**

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Ventura Unified School District, serving as the Local Education Agency (LEA) for the Ventura County Indian Education Consortium, will provide Indian Education services to 12 eligible students within the Oxnard School District.

Due to changes in federal guidelines regarding the identification of students for Indian Education funding, the continued provision of services outlined in Agreement/MOU now requires a local funding match. The Oxnard School District must match the federal funds allocated in order to sustain these services.

Terms of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$6,809.78 (matching funds) - Title I Funds

#### **RECOMMENDATION:**

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #25-54 with the Ventura Unified School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement#25-54, Ventura USD - Vta Cty Indian Education Consortium \(3 Pages\)](#)  
[Service Plan \(2 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING**  
**Ventura County Indian Education Consortium**

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the **Oxnard SD** (Partner District).

**Memorandum of Understanding Purpose:**

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, **Oxnard SD**, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

**Memorandum of Understanding Timeline:**

This MOU is effective July 1, 2025, and will extend through June 30, 2026.

**Memorandum of Understanding and Description of Services:**

**Partner District agrees to the following:**

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.
9. Provide updates on student demographic and educational program information upon request.

**VUSD (Provider) agrees to the following:**

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
  - a) Indian Education Parent Advisory Committee
  - b) Indian Education enrollment and verification support
  - c) Indian Education Annual Honoring Ceremony and Special Events
  - d) Indian Education teaching resources/lending library
  - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2025 – 26 is “Alaska Natives and Natives of the Pacific Northwest Coast.”
4. Provide services at Partner District schools through the district-supported format to include:

4/3/2025

- a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
- b) Classroom presentations and/or community workshop/conference on Native American themes.
- c) Access and referral to tutoring and counseling for identified students through partnership with Southern California American Indian Resources (SCAIR)
- 5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
- 6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.
- 7. VUSD shall store student data in a district database or in a locked file cabinet.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

**Payment of Funds to VUSD for VC Indian Education Consortium Services:**

The Partner District, **Oxnard SD**, agrees to contribute **\$6,809.78** to VUSD for Indian Education services provided during the 2025-26 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

**Indemnification:**

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

The Partner District shall further defend, hold harmless, and indemnify VUSD (its employees, volunteers, officers, directors, and agents), from and against any and all losses, damages, liabilities, claims, and costs arising from or related to VUSD's receipt and storage of student data unless the harm is caused by the negligent act of the VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers, and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

4/3/2025

**Cancellation:**

This MOU may be cancelled by either party upon 30 days' written notice.

**Signatures:**

**PARTNER DISTRICT:** \_\_\_\_\_

Authorized District Representative: Melissa Reyes

Signature: \_\_\_\_\_

Title: Director, Purchasing

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

**PROVIDER:** Ventura Unified School District

Authorized Representative: DR. AHGAM MIRZA

Signature: \_\_\_\_\_

Title: ASST. Supt., BUSINESS SERVICES

Date: 4/2/25

4/3/2025



# Ventura County Indian Education Consortium

**Presidential Award-Winning Program**

**Title VI Federal Project – Serving Public**

**School Districts in Ventura County Since 1974**

Ventura Unified School District (LEA)

255 W. Stanley Ave., Suite 100

Ventura, California 93001

<https://www.venturausd.org/students/indian-education>

## Partner District Service Plan for 2025-2026

We appreciate your ongoing support and partnership with the Ventura County Indian Education Consortium for the coming school year. Your commitment ensures that we will continue to be able to preserve the heritage and support the academic achievement of American Indian and Alaska Native students in Ventura County, including those from Chumash and other California non-federally recognized tribes.

This year's curricular theme is "Alaska Natives and Natives of the Pacific Northwest Coast." With your continued partnership we will be able to provide individual or small group lessons to support cultural identity and awareness for eligible Native students at their school campuses. In addition, at the high school level, we will offer a Native Youth Conference in lieu of several of the school-based classroom presentations. This modification to our program is an attempt to increase engagement at the high school and increase access to culturally sustaining presentations. Our program will continue to provide the following basic services: Parent Advisory Committee, enrollment verification and support, annual Honoring Ceremony, cultural events, teaching resources and lending library for your district staff, and professional development workshops for Indian Education staff. New this year, through a collaborative partnership with Southern California American Indian Resources (SCAIR), we will be able to offer tutoring and counseling services to enrolled students.

Thank you for agreeing to cover the increased costs for program services outlined in the attached Memorandum of Understanding for the 2025-2026 School Year. Based on our federal grant allocation, districts are being asked to contribute an additional \$406.65 for students eligible for the federal grant and \$728.31 for those whose tribal affiliation makes them ineligible for the federal grant.

To finalize preparations for next school year, we kindly request confirmation of funds commitment by Friday, May 30. Please email Robin Jacobs at [robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org) to confirm or with any questions.

Your continued support is instrumental in our mission to meet the culturally related academic needs of all American Indian and Alaska Native students who attend the public schools of Ventura County.

Thank you,

*Robin Jacobs*

**Robin Jacobs, Coordinator**

[robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org)

(805) 641-5000 Ext. 1193

ACE CHARTER HIGH SCHOOL  
CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION  
CONEJO VALLEY UNIFIED SCHOOL DISTRICT  
FILLMORE UNIFIED SCHOOL DISTRICT  
HUENEME SCHOOL DISTRICT  
MOORPARK UNIFIED SCHOOL DISTRICT  
OAK PARK UNIFIED SCHOOL DISTRICT  
OJAI UNIFIED SCHOOL DISTRICT

OXNARD SCHOOL DISTRICT  
OXNARD UNION HIGH SCHOOL DISTRICT  
PLEASANT VALLEY SCHOOL DISTRICT  
RIO SCHOOL DISTRICT  
SIMI VALLEY UNIFIED SCHOOL DISTRICT  
VENTURA CHARTER SCHOOL  
VENTURA UNIFIED SCHOOL DISTRICT  
VISTA REAL CHARTER HIGH SCHOOL

School District	CURRENT YEAR FUNDING REQUEST		PRIOR YEAR FUNDING REQUEST	
	Indian Education Student Count	Proposed District Funding Request	Indian Education Student Count	Proposed District Funding Request
	SY 24-25	SY 25-26	SY23-24	SY24-25
ACE Charter	0	\$ -	0	\$ -
CAPE Charter	1	\$ 406.65	1	\$ 386.07
Conejo VUSD	29	\$ 11,792.98	27	\$ 10,423.91
Fillmore USD	17	\$ 7,878.09	12	\$ 5,566.06
Hueneme ESD	5	\$ 2,033.27	6	\$ 2,938.57
MATES Charter	1	\$ 406.65	1	\$ 772.14
Moorpark USD	30	\$ 12,199.63	26	\$ 10,037.84
Oak Park USD	1	\$ 406.65	1	\$ 386.07
Ojai USD	7	\$ 3,489.89	6	\$ 2,316.43
Oxnard SD	12	\$ 6,809.78	11	\$ 5,802.13
Oxnard UHSD	27	\$ 13,874.56	26	\$ 13,148.55
Peak Prep PV	3	\$ 2,184.93	2	\$ 1,394.28
Pleasant Valley SD	15	\$ 7,386.43	17	\$ 7,496.42
Rio SD	10	\$ 5,996.47	8	\$ 4,332.85
Simi VUSD	37	\$ 16,510.24	41	\$ 18,006.39
Ventura Charter	5	\$ 2,676.58	5	\$ 2,552.50
Ventura USD	131	\$ 68,711.12	124	\$ 60,004.55
Vista Real Charter	2	\$ 1,456.62	11	\$ 6,424.28
<b>TOTAL</b>	<b>333</b>	<b>\$ 164,220.54</b>	<b>325</b>	<b>\$ 151,989.04</b>

Robin Jacobs, Coordinator

[robin.jacobs@venturausd.org](mailto:robin.jacobs@venturausd.org)

(805) 641-5000 Ext. 1193

ACE CHARTER HIGH SCHOOL  
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SIMI VALLEY UNIFIED SCHOOL DISTRICT  
VENTURA CHARTER SCHOOL  
VENTURA UNIFIED SCHOOL DISTRICT  
VISTA REAL CHARTER HIGH SCHOOL

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-56 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)**

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ASAPconnect will provide four professional development sessions for Expanded Learning Program coordinators to support the implementation of the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunities Program (ELOP).

These sessions will focus on building staff capacity by enhancing leadership skills, leveraging individual and team strengths, and fostering effective collaboration. In addition, ASAPconnect will assist coordinators in updating program plans to align with the specific requirements of both the ASES and ELOP initiatives.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$47,741.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-56 with Foundation for California Community Colleges/California ASAPconnect.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-56, Foundation for Ca. Comm. Colleges - ASAPconnect \(15 Pages\)](#)  
[Proposal \(2 Pages\)](#)



## SERVICES AGREEMENT

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

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

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

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_,  
(hereinafter referred to as “Provider.”)

### PROVIDER.

Provider \_\_\_\_\_

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

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

Fax Number \_\_\_\_\_

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

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

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

License Number (if applicable) \_\_\_\_\_

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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 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.
  - A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

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

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

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

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

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

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

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

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

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

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

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

### PAYMENT SCHEDULE:

Invoices to be submitted monthly to [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@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: \_\_\_\_\_, 2025

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: \_\_\_\_\_

**Proposal: Oxnard School District**  
**Professional Development Plan for Expanded Learning Program Staff**  
**2025-2026 School Year**  
**ASAPconnect (Fiscal Sponsor: Foundation for CA Community Colleges)**

**Consultants**

Julie Sesser, Senior Director Innovation & Impact, ASAPconnect  
Diego Arancibia, Executive Director, ASAPconnect  
Additional ASAPconnect Staff (TBD) & Partners (TBD)

---

**All proposed services described below will be designed and facilitated by:**

ASAPconnect and partner staff, based upon expertise and experience required for each session. The ASAPconnect team includes multiple:

- Certified Gallup Strengths Coaches
  - Certified Transformational Coaches
  - Certified Master Practitioners of Compassionate Systems Awareness
- 

**Professional Development Conference Workshops (In Person)**

The plan for professional development for the staff at Oxnard School District who work in expanded learning programs includes in-person training in a conference format. This training opportunity will engage individual staff to deepen their own learning and growth. It will support their work at their respective sites to work as a team and better support the children, youth, and families they serve.

Each conference will include several concurrent workshops offered in three sessions throughout the day. This format will allow staff to focus on topics that interest them most, better supporting them to build upon their own personal mastery. Each training day will not exceed 8 hours. ASAPconnect will provide up to 6 of the concurrent workshops (2 facilitators, 3 workshop sessions) at each conference.

The conferences will be scheduled for up to 4 days throughout the academic year, allowing time between each conference for staff to practice what they have learned and continue to build upon it in each subsequent conference.

The content of each workshop will be developed based upon feedback from expanded learning staff that have been surveyed prior to the convenings and/or insights from Oxnard USD expanded learning management. This will help shape the desired content and support the intended outcomes. Overall, these workshops will

provide participants with practical knowledge and strategies to build their own mastery and support high-quality expanded learning programs.

**Location:** Each conference will be conducted in person at an Oxnard School District site or other site selected by Oxnard School District; specific site(s) TBD.

**Important note regarding in-person sessions:** Oxnard School District will be responsible for securing the venue, including any related A/V equipment fees and catering costs, for participants for in-person convenings.

**Dates:** TBD, to be scheduled for 4 dates throughout the academic year that are available for both Oxnard School District staff and ASAPconnect.

**Participants:** All expanded learning staff.

**Cost includes:**

- 2 training facilitators
- Prep time for customizing training experiences
- Workshop facilitation in an engaging format
- Materials for workshops
- Travel costs

**Cost of 4 Professional Development Conference Workshops**

**\$47,741**

\*\*ASAPconnect will provide up to 6 of the concurrent workshops (2 facilitators, 3 workshop sessions) at each conference)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-57 – Amergis Educational Staffing (Fox/Shea)**

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Amergis Educational Staffing will provide supplemental staffing services for the Expanded Learning Opportunities Program (ELOP) during the 2025–2026 academic year on an as-needed basis.

Under this agreement, Amergis Educational Staffing will supply substitute staff, Paraeducators, Behavior Technicians, and nursing services to support ELOP operations. This agreement is specific to the Expanded Learning Opportunities Program.

Terms of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$50,000.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-57 with Amergis Educational Staffing.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-57, Amergis Educational Staffing \(15 Pages\)](#)  
[Proposal \(4 Pages\)](#)



## 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").

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Invoices/Time Sheets to be submitted monthly to [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org); [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Terms are Net 30.

### ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

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: \_\_\_\_\_



Amergis Educational Staffing in San Luis Obispo, CA proposes the following Enrichment & Specialized Programs support program to Oxnard School District with an anticipated (but flexible) start date of July 1<sup>st</sup>, 2025. Amergis hopes this program will provide consistent, quality and cost effective supplemental staff to the district, while allowing Amergis to incur the burden of program management responsibility, and ensure daily staffing needs are consistently being met for OSD.

## AMERGIS SERVICES

Amergis will provide all of the following components as part of the program:

- Manage all efforts for recruitment, onboarding, payroll, and other related training for Amergis staff.
- All day to day staffing adjustments at district's request, case change facilitation, etc.
- 24/7 On-Call Service (805-489-7276)

## STAFF COST

The following cost table is based on a start date of July 1<sup>st</sup>, 2025, and end date of June 30<sup>th</sup>, 2026, and accounts for 210 total days (180 instructional days & 30 non-school days). Please note the below amount is a maximum amount based on the District's request for Para Educators, LVNs & Behavior Techs.

Type	Hourly Price	Daily Cost (4hrs/day)	Total cost for 210 days
Para Educator	\$50	\$148	\$42,000
Behavior Tech	\$52	\$208	\$43,680
LVN	\$70	\$280	\$58,800

**Maximum amount not to exceed \$50,000**

# **Amergis Educational Staffing – Proposal to Oxnard School District**

## **ASP Program 2025-26**

### **DUTIES & RESPONSIBILITIES**

#### **LVN**

- Provides first aid care and medically prescribed services
- Maintains security of school health supplies and medication in school setting
- Provides follow-up evaluations on students as required
- Corresponds with parents on health needs of children
- Records immunizations, health findings, and other relevant health data
- Identifies abnormal growth and development, symptoms of disease and discuss with parents
- Support students medical needs during transport, as applicable
- Maintains documentation on the student health records
- Develops positive working relationships
- Knowledge of district policies and procedures
- At request of school district participates in student care conference / Individualized Education Program (IEP)
- LPN/LVNs should direct questions regarding orders and changes in condition to the District Nurse/RN School Support Specialist

#### **Para Educator**

- Follows through with IEP objectives including math, reading, speech, independent skills, and managing behavioral deficits and excesses, one on one or as a general classroom aide
- Facilitates teacher directed learning activities including lesson plans, worksheets, reinforcement systems, small groups, social games, and work assistance
- Assists students when included into general education classes
- Communicates pertinent information to teachers
- Accompanies students during recess and lunch periods, along with community experiences
- Strictly adheres to confidentiality requirements regarding all matters pertaining to students, parents, parent communications, and/or classroom activities. (Note: Unless instructed otherwise by supervising teacher, all parent communication is the responsibility of certified personnel)
- Assists with activities of prescribed programs including those written by related service personnel such as PT, OT and SLP
- Assists students in the development of independent skills through self-care activities such as toileting, clothing routines and personal hygiene
- May be asked to assist in behavior management techniques at the direction of the teacher and/or other school professional (i.e. BCBA, Psychologist, etc.)
- Assists teacher with clerical duties including making stimuli, making copies, maintaining a clean and organized classroom, preparing materials, and assignment scoring

# **Amergis Educational Staffing – Proposal to Oxnard School District**

## **ASP Program 2025-26**

### **DUTIES & RESPONSIBILITIES, CONT'D**

#### **Behavior Tech**

- Follows the instructions of the BCBA/program supervisor/teacher
- Provides behavior assistance/interventions to assigned clients
- Performs ABA related teaching strategies
- Provides behavior support services
- Provides crisis intervention
- Review and Implement behavior intervention plans
- Review and implement behavioral goals found within IEPs
- Documents session per policies and procedures
- Collects data accurately and efficiently
- Strictly adhere to confidentiality requirements
- Assist students in the development of independent skills through self-care activities such as toileting, clothing routines and personal hygiene.
- Implement behavior management techniques in accordance with the directions given by the supervising teacher; including reinforcing appropriate behaviors in accordance with the teachers plan and supervising the student during these behavior management techniques
- Performs other duties as assigned/necessary

### **SUMMARY**

Amergis Educational Staffing appreciates the opportunity to present OSD with this proposal for ASP Supplemental Staffing Services. We are confident in our ability to provide qualified staff quickly and efficiently to help reduce the number of vacancies within the district for these types of positions.

**Amergis Educational Staffing – Proposal to Oxnard School District**  
**ASP Program 2025-26**

**SAN LUIS OBISPO AMERGIS TEAM MEMBERS**

- Ilona Gelyana, Business Development Manager  
805-858-9740  
[ilgelyan@amergis.com](mailto:ilgelyan@amergis.com)
- Mark Wrightson, Director of Business Operations  
805-489-7276  
[Mawrights@amergis.com](mailto:Mawrights@amergis.com)
- Britney Sayers, Educational Services Recruiter II  
805-858-3631  
[brsayers@amergis.com](mailto:brsayers@amergis.com)
- Evan House, Educational Services Recruiter I  
805-858-3637  
[evhouse@amergis.com](mailto:evhouse@amergis.com)
- Zack Curtis, Educational Services Recruiter I  
805-858-3611  
[zacurtis@amergis.com](mailto:zacurtis@amergis.com)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section C: Enrichment Agreement

### **Agreement #25-58 – Mobile Ed Productions Inc. (Fox/Shea)**

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Mobile Ed Productions Inc. will present the Sky Dome Planetarium as part of the 2025 Summer Program, offering an engaging, hands-on astronomy experience brought directly to schools. This inflatable dome accommodates up to 55 students per session and features a 40 to 45-minute interactive journey through stars, planets, and constellations. Aligned with the summer theme, "Out of This World," the program immerses students in a realistic night sky, where they will explore the solar system and learn to identify constellations under expert guidance. This will held at the following 6 summer school site locations: Curren, Drifill, Kamala, Lemonwood, Marina West, and Ramona Schools.

Terms of Agreement: July 1, 2025 through July 25, 2025

#### **FISCAL IMPACT:**

\$12,370.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-58 with Mobile Ed Productions Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-58, Mobile Ed Productions, Inc. \(4 Pages\)](#)  
[Proposal \(14 Pages\)](#)



## 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

# Scope of Business Services

## Purpose:

This document outlines the scope of services provided by Mobile Ed Productions, Inc. ensuring a clear understanding of the services we provide.

## Overview of Services:

Mobile Ed Productions brings Educational Entertainment Assembly Programs to Schools and other Venues.

### ❖ Objectives:

- ★ Provide educational entertainment programs to large groups
- ★ Utilize content aligned with academic standards to augment current classroom discussion
- ★ Offer adjustable content and formats for different needs, requirements and occasions
- ★ Deliver fun learning experiences through our fully vetted, background checked, and experienced presenters with state of the art equipment and curriculum-based programs

### Delivery of Services: All of our assembly programs involve the following:

Before Assembly	Presenter arrives with necessary equipment and supplies to the venue and sets up for the assembly program. The client, school, or district must provide someone to greet and escort them to the designated area to set up, and assist with unloading if needed.	Set up / Arrival Time / Durations
		30 minutes to 2 hours (depending on specific program)
Assembly	Presenter delivers the program for however many sessions are scheduled.	30 minutes to 45 minutes (depending on specific program)
In-between Sessions*	If <u>multiple sessions</u> are scheduled, time must be planned and coordinated by the client for transitioning groups of participants, and for the presenter to set up for the next session.	5 minutes to 15 minutes (depending on specific program)
Break/Intermission*	Assemblies with <u>3 or more sessions</u> must include a break for the presenter.	30 minutes
After Assembly	The presenter will pack-up the equipment and tools. The client, school, or district must provide someone to assist with loading, if needed.	30 minutes to 1.5 hours (depending on specific program)

## **Exclusions:**

### **The Client, school, or district is responsible for the following conditions:**

- ★ The client, school, or district is required to provide adult supervision at all times to monitor and control their pupils. Our presenters are never permitted to be alone with any pupil(s).
- ★ The client, school, or district must arrange a schedule for the program and coordinate their plans with any members of their staff or volunteers that may be involved.
- ★ Our Performance Requirements must be understood and complied with as they are outlined in our contracts and information sheets. \*Performance Requirements are specific to each program title.
- ★ Schedules must align with the performance requirements, as they are outlined in our contracts and information sheet.  
\*Performance Requirements are specific to each program title.
- ★ A signed Mobile Ed Productions, Inc. contract, deposit, or a purchase order must be returned by the due date in order to confirm any proposed assembly program. If not received, the program contract is considered forfeit.
- ★ Any client requesting special arrangements must have them approved by a Mobile Ed Regional Program Manager.

## Proposal

**Contract #** 143287 **District:** Oxnard Elementary School District

**Program:** MEDIUM SKY DOME PLANETARIUM

**Date:** THURSDAY, JULY 10, 2025

**Start Time:** 12:00 PM **End Time:** 3:15 PM

**Sessions:** 5

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Drifill Elementary 910 S E Street Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	---

**Sign and Return this Contract Agreement and Deposit to our office by:** Thursday, May 8, 2025

Include Contract # **143287** on your payment for it to be properly applied.

**Program Cost:** \$2,095.00

**Add'l Fee:**



**Grand Total:** \$2,095.00 **3% Convenience Fee**

**Deposit:** \$1,047.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
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**Balance:** \$2,095.00

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1530

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946

**Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501

**Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 55 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

50 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44911

Mario/mt7/MSKY

Contract Number: **143287**

Date Issued 4/28/2025

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

# Invoice

Invoice Date: 4/29/2025

Contract #: 143287

Purchase Order #:

## Payment Terms

**A DEPOSIT OF \$1,047.50 IS DUE ON May 8, 2025**

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1530

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143287	Medium Sky Dome Planetarium	7/10/2025	Driffill Elementary	5	\$2,095.00	

## Payment History

Amount Date Note

Late Fee:

Total: \$2,095.00

Payments Rec'd: \$0.00

**Balance Due: \$2,095.00**

INVOICE SENT

## Special Notes and Instructions

Driffill Elementary

Make all checks payable to:

**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

**Detach and return this slip with your payment.**

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: **143287**

**Balance Due: \$2,095.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## Proposal

**Contract #** 143288 **District:** Oxnard Elementary School District

**Program:** MEDIUM SKY DOME PLANETARIUM

**Date:** FRIDAY, JULY 11, 2025

**Start Time:** 12:00 PM **End Time:** 3:15 PM

**Sessions:** 5

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Kamala Elementary School 634 W Kamala Street Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	--

**Sign and Return this Contract Agreement and Deposit to our office by:** **Thursday, May 8, 2025**

Include Contract # **143288** on your payment for it to be properly applied.

**Program Cost:** \$2,095.00

**Add'l Fee:**



**Grand Total:** \$2,095.00 **3% Convenience Fee**

**Deposit:** \$1,047.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
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**Balance:** **\$2,095.00**

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1548

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946

**Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501

**Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 55 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

64 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44912

Mario/mt7/MSKY

Contract Number: **143288**

Date Issued 4/28/2025

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

# Invoice

Invoice Date: 4/29/2025

Contract #: 143288

Purchase Order #:

## Payment Terms

**A DEPOSIT OF \$1,047.50 IS DUE ON May 8, 2025**

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1548

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143288	Medium Sky Dome Planetarium	7/11/2025	Kamala Elementary School	5	\$2,095.00	

## Payment History

Amount	Date	Note
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Late Fee:

Total: \$2,095.00

Payments Rec'd: \$0.00

**Balance Due: \$2,095.00**

INVOICE SENT

## Special Notes and Instructions

Kamala Elementary School

Make all checks payable to:  
**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

**Detach and return this slip with your payment.**

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: **143288**

**Balance Due: \$2,095.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## Proposal

**Contract #** 143290 **District:** Oxnard Elementary School District

**Program:** MEDIUM SKY DOME PLANETARIUM

**Date:** THURSDAY, JULY 17, 2025

**Start Time:** 12:00 PM **End Time:** 3:15 PM

**Sessions:** 5

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Lemonwood School 2001 San Mateo Place Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	---

**Sign and Return this Contract Agreement and Deposit to our office by:** Thursday, May 8, 2025

Include Contract # **143290** on your payment for it to be properly applied.

**Program Cost:** \$2,095.00

**Add'l Fee:**



**Grand Total:** \$2,095.00 **3% Convenience Fee**

**Deposit:** \$1,047.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
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**Balance:** \$2,095.00

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1551

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946 **Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501 **Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 55 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

55 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44749

Mario/mt7/MSKY

Contract Number: **143290**

Date Issued 4/28/2025

# Invoice

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

Invoice Date: 4/29/2025

Contract #: 143290

Purchase Order #:

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1551

## Payment Terms

A DEPOSIT OF **\$1,047.50** IS DUE ON **May 8, 2025**

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143290	Medium Sky Dome Planetarium	7/17/2025	Lemonwood School	5	\$2,095.00	

## Payment History

Amount	Date	Note
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Late Fee:

Total: \$2,095.00

Payments Rec'd: \$0.00

**Balance Due: \$2,095.00**

INVOICE SENT

## Special Notes and Instructions

Lemonwood School

Make all checks payable to:  
**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

**Detach and return this slip with your payment.**

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: **143290**

**Balance Due: \$2,095.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## Proposal

**Contract #** 143289 **District:** Oxnard Elementary School District

**Program:** MEDIUM SKY DOME PLANETARIUM

**Date:** WEDNESDAY, JULY 16, 2025

**Start Time:** 12:00 PM **End Time:** 3:15 PM

**Sessions:** 5

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Marina West Elementary 2501 Carob Street Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	--

**Sign and Return this Contract Agreement and Deposit to our office by:** **Thursday, May 8, 2025**

Include Contract # **143289** on your payment for it to be properly applied.

**Program Cost:** \$2,095.00

**Add'l Fee:**



**Grand Total:** \$2,095.00 **3% Convenience Fee**

**Deposit:** \$1,047.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
--------	---------------	-------

**Balance:** **\$2,095.00**

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1554

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946

**Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501

**Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 55 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

50 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44913

Mario/mt7/MSKY

Contract Number: **143289**

Date Issued 4/28/2025

# Invoice

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

Invoice Date: 4/29/2025

Contract #: 143289

Purchase Order #:

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1554

## Payment Terms

A DEPOSIT OF \$1,047.50 IS DUE ON May 8, 2025

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143289	Medium Sky Dome Planetarium	7/16/2025	Marina West Elementary	5	\$2,095.00	

## Payment History

Amount	Date	Note
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Late Fee:

Total: \$2,095.00

Payments Rec'd: \$0.00

**Balance Due: \$2,095.00**

INVOICE SENT

## Special Notes and Instructions

Marina West Elementary

Make all checks payable to:  
**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

Detach and return this slip with your payment.

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: 143289

**Balance Due: \$2,095.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## Proposal

**Contract #** 143286 **District:** Oxnard Elementary School District

**Program:** MEDIUM SKY DOME PLANETARIUM

**Date:** WEDNESDAY, JULY 9, 2025

**Start Time:** 12:00 PM **End Time:** 3:15 PM

**Sessions:** 5

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Curren Elementary School 1101 North F Street Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	--

**Sign and Return this Contract Agreement and Deposit to our office by:** Thursday, May 8, 2025

**Include Contract # 143286** on your payment for it to be properly applied.

**Program Cost:** \$2,095.00

**Add'l Fee:**



**Grand Total:** \$2,095.00 **3% Convenience Fee**

**Deposit:** \$1,047.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
--------	---------------	-------

**Balance:** \$2,095.00

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1527

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946 **Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501 **Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 55 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

90 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44910

Mario/mt7/MSKY

Contract Number: **143286**

Date Issued 4/28/2025 12:57

# Invoice

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

Invoice Date: 4/29/2025

Contract #: 143286

Purchase Order #:

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1527

## Payment Terms

A DEPOSIT OF \$1,047.50 IS DUE ON May 8, 2025

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143286	Medium Sky Dome Planetarium	7/9/2025	Curren Elementary School	5	\$2,095.00	

## Payment History

Amount	Date	Note
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Late Fee:

Total: \$2,095.00

Payments Rec'd: \$0.00

**Balance Due: \$2,095.00**

INVOICE SENT

## Special Notes and Instructions

Curren Elementary School

Make all checks payable to:  
**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

Detach and return this slip with your payment.

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: 143286

**Balance Due: \$2,095.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## Proposal

**Contract #** 143291 **District:** Oxnard Elementary School District

**Program:** SMALL SKY DOME PLANETARIUM

**Date:** FRIDAY, JULY 18, 2025

**Start Time:** 12:00 PM **End Time:** 1:45 PM

**Sessions:** 2

Final payment due by date of show.

Please do not pay the performer directly.

<b>Billing Address:</b> Maria Hernandez Oxnard School District 1051 S A Street Oxnard CA 93030	<b>Program to be held at:</b> Ramona Elementary School 804 Cooper Road Oxnard CA 93030 <b>Attention:</b> Maria Hernandez
--	--

**Sign and Return this Contract Agreement and Deposit to our office by:** Thursday, May 8, 2025

Include Contract # **143291** on your payment for it to be properly applied.

**Program Cost:** \$1,895.00

**Add'l Fee:**



**Grand Total:** \$1,895.00 **3% Convenience Fee**

**Deposit:** \$947.50 **for CC Payments**

### Payments Received

Amount	Date Received	Notes
--------	---------------	-------

**Balance:** \$1,895.00

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (805) 385-1569

\*Required Field

**Client\*:** Maria Hernandez **Title\*:** Secretary

**Client Phone\*:** (805) 512-0946 **Email\*:** m10hernandez@oxnardsd.org

**Alternate\*:** Nathaly Cabera **Title\*:** Assembly

**Alt. Phone\*:** (805) 585-1501 **Email\*:** ncabrera@oxnardsd.org

### Performance Requirements: Initial each of the following conditions and responsibilities:

- ☐ Performer will arrive approximately 45-60 minutes prior to the performance time.
- ☐ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- ☐ Recording of the performance is prohibited without prior written permission.
- ☐ Please, no cell phone, food, drink or other distractions present during the program.
- ☐ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- ☐ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- ☐ Performance area must have an 11 foot ceiling and a 16 foot diameter to accommodate the Sky Dome.
- ☐ Maximum of 5 programs per day. Maximum of 40 students per session.
- ☐ Additional programs will have an additional charge.
- ☐ Lunch and breaks required when 3 or more sessions are scheduled.
- ☐ One electrical outlet.

### Special Performer Instructions:

90 students

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and  
Return **X**

Authorized Representative

Customer Code MEP44914

Mario/mt7/SSKY

Contract Number: **143291**

Date Issued 4/28/2025

26018 West Seven Mile Road  
Redford, Michigan 48240  
(800) 433-7459 - Toll Free  
(313) 533-4455 - Office  
(313) 533-8445 - Fax

# Invoice

Invoice Date: 4/29/2025

Contract #: 143291

Purchase Order #:

## Payment Terms

**A DEPOSIT OF \$947.50 IS DUE ON May 8, 2025**

- Balances not paid within 30 days of the performance date are subject to a late fee.
- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
- Do not pay the performer directly.
- See contract for more information.

## Billing Information:

Client Name Maria Hernandez

Bill To Oxnard School District

Address 1051 S A Street

City, State Zip Oxnard CA 93030

Venue Phone (805) 385-1569

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
143291	Small Sky Dome Planetarium	7/18/2025	Ramona Elementary School	2	\$1,895.00	

## Payment History

Amount Date Note

Late Fee:

Total: \$1,895.00

Payments Rec'd: \$0.00

**Balance Due: \$1,895.00**

INVOICE SENT

## Special Notes and Instructions

Ramona Elementary School

Make all checks payable to:

**Mobile Ed Productions, Inc.**



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

**Detach and return this slip with your payment.**

mobile ed  
productions, inc.

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459

Invoice Number: **143291**

**Balance Due: \$1,895.00**

If you have any questions concerning this invoice, contact  
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-59 – Foundation for California Community Colleges/ California Afterschool Network (Fox/Shea)**

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The California Afterschool Network (CAN) will provide full-day, conference-style workshops centered on state priorities, best practices, and California's Quality Standards for Expanded Learning. In addition, CAN will provide coaching for site and district staff in areas such as program design, staff development, student engagement, and data utilization. This support will aid in effective program planning, ensuring alignment with student needs, equity, and quality standards. The partnership represents a strategic investment in strengthening OSD's expanded learning workforce and advancing program excellence.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed \$75,000.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-59 with Foundation for California Community Colleges/California Afterschool Network.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-59, Foundation for Ca. Comm. Colleges \(15 Pages\)](#)  
[Proposal \(5 Pages\)](#)



## 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:

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

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

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

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

Provider

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

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

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

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

### PAYMENT SCHEDULE:

Invoices to be submitted monthly to [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@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: \_\_\_\_\_, 2025

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

### **III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_

### **Oxnard School District**

The California AfterSchool Network is one of the Technical Assistance providers for the California Department of Education's System of Support for Expanded Learning. The organization has co-created a Technical Assistance and Professional Development strategy that uses influences from CAN's Network Principles and ASAPconnect's Quality Technical Assistance Framework with a lens of justice to support the growth and development of LEAs and organizations to redesign the systems and structures that benefit children, youth, and the adults that staff those organizations.

#### **CAN Network Principles**

- Mission NOT organization
- Humility NOT Brand
- Constellation NOT Stars
- Trust NOT Control

ASAPConnect Guiding TA Principles	TA Strategies for this Collaboration
1. Be Driven by Program Outcomes	★ Training
2. Promote the Transfer of Learning	★ Coaching
3. Focus on Developing Leadership	★ Consulting
4. Promote Alignment with the School Day	★ Brokering of Resources
5. Be Inclusive	★ Network/Partnership Development

### **PURPOSE**

Participants will continue to build their capacity to ensure that all students and staff experience success in the Oxnard Scholars After School (including all state, federal, and grant-funded programs) programs. Participants will understand that creating an equitable and just program culture for everyone is a long-term commitment and ever-evolving.

### **OUTCOMES**

- Continue to build the capacity of the Site Coordinators' personal mastery through social awareness and responsible decision-making.
- Build staff capacity in various areas i.e. Continuous Quality Improvement, student and staff engagement, 21st Century Skills, English Learner supports, anchored in the California Expanded Learning Quality Standards.
- Document district and site-level recruitment, retention, and professional development strategies to support program sustainability and expansion while maintaining the quality of the programs.
- Identify and practice explicit partnership development across all interest holders

### **Contact Person/Information:**

Dr. Sarah Lepe, Manager, Special Programs & Services  
Dr. Ginger Shea, Director Enrichment & Special Programs

## **PROGRAM CAPACITY-BUILDING FRAMEWORKS**

Youth Development, SEL Framework, Healing-Centered Engagement

### **SUMMARY**

*Program-wide Conference:* 5 days of All Staff PD support work to build the foundational knowledge and expectations across the programs and for all site-based staff, from all partner organizations. CAN will provide anywhere from 3-6 team members to facilitate individual sessions, large group activities, and/or conference opening and closing sessions.

- 21st Century Skill Building - understanding what they are and how to integrate them into the program
- Project-Based Learning - across grades and subjects
- STEAM opportunities
- Physical Health and Wellness activities

*Site Coordinator Capacity-Building - SEL and Personal Mastery: Discernment, Decision-Making, and Team-Building:* This consists of 6 sessions for Site Coordinators. The sessions can be stand alone meetings with District only or City and District Site Coordinators. The sessions can be in-person and/or virtual and will explore shifting daily practices to be more equitable and culturally responsive. Topics can include but are not limited to

- Compassionate Communications
- CQI/Quality Standards/Equity as a Driver for Quality
- Youth Development
- SEL: Self Awareness/Self Mastery/Relationship Building/Social Awareness/Responsible Decision-Making
- Session Design and Project-Based Learning
- Healing-Centered/Trauma-Informed and Culturally-Responsive Practices

## **BUDGET**

### **Supplies and Materials**

- 3-6 Consultants (depending on the activity)
- 5 All Staff PD Days - design, development, implementation, and reflection
- 5 Planning, Design, and End of Year Reflection/Consensus Workshop
- 6 Site Coordinator Sessions
- Consensus Workshop for Year-End Reflection

TOTAL \$100,000 with a 25% discount for continued partnership - **\$75,000**

## **SCHEDULE and STAFFING**

- 5 All Staff PD Workshop - Topics TBD
  - 08/07/2025
  - 08/08/2023
  - 10/13/2025
  - 01/09/2026
  - 04/10/2026
- 6 Site Coordinator Sessions (Dates TBD)
  - 08/2026 - Goal Setting for the year - CQI cycle to create program rigor and routine 30-day plan
  - 09/2025 - Reflection and Lessons Learned - Next CQI cycle - 60-day plan
  - 11/2025 - Reflection - Plan through the winter break
  - 01/2026 - Reflection - Reengaging and establishing - 30-day plan
  - 03/2026 - Reflection - Lessons learned to date, planning their session for the April All Staff
  - 04/2026 - Reflection - Finishing Strong - 60 - day plan
- 5 Planning and Design Sessions with District Team
  - 07/2025 - Planning for August All Staff session
  - 09/2025 - Planning for October All Staff session and SC session; Team-Building - 1 year later
  - 12/2026 - Planning for January All Staff session and SC session
  - 03/2026 - Planning for April All Staff session and SC session
  - 05/2026 - Yearly Reflection Session
- 5 Consultants (depending on the activity)
  - Tiffany Gipson, Director Equity and Quality
  - Troy Selvey, Manager Equity and Quality
  - Lupita Perez, Senior Specialist, Equity and Quality
  - Bill Fennessy, Senior Specialit, Equity and Quality

- TBD, Specialist, Equity and Quality
- TBD, Specialist, Equity and Quality

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-62, Franklin Covey Education (DeGenna/Jefferson)**

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Franklin Covey Education will provide professional development training for the Special Education Department staff in the Oxnard School District. This will include both classified and certificated personnel, such as Speech-Language Pathologists, School Psychologists, and Occupational Therapists, with the goal of enhancing their professional skill sets and supporting effective, inclusive practices for students with diverse needs.

Franklin Covey Education specializes in programs that promote personal and organizational growth. Their evidence-based training solutions focus on equipping educators with practical strategies, leadership competencies, and tools that foster positive student outcomes and build a culture of excellence.

The proposed training will be tailored to address the specific challenges faced by Special Education professionals, offering advanced approaches in areas such as behavioral intervention, student engagement, and effective communication. This initiative reflects the Oxnard School District's ongoing commitment to professional learning and ensures that Special Education staff are fully prepared to meet the varied needs of students across disciplines.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$50,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-62 with Franklin Covey Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-62, Franklin Covey Education \(4 Pages\)](#)  
[Proposal \(2 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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## Leader in Me® Agreement

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

<b>Organization:</b>	Oxnard Special Education Department	<b>Contact Person:</b>	Danielle Jefferson
<b>Address:</b>	1051 South A Street	<b>Telephone:</b>	
<b>City, State, Zip:</b>	Oxnard, California 93030	<b>Email:</b>	djefferson@oxnardsd.org

### Details of Services and Materials

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

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
District Partnership: Leader in Me Online District+	7/01/2025	6/30/2026	7/01/2025	7/01/2025	1	\$1,400.00
<b>Professional Development</b>						
Prepaid Custom Coaching	7/01/2025	6/30/2026	7/01/2025	\$3,600.00	10	\$36,000.00
District Partnership: District Alignment Session (Year 2+)	7/01/2025	6/30/2026	7/01/2025	\$3,600.00	1	\$3,600.00
<b>Total Investment</b>						<b>\$41,000.00</b>

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

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

#### Franklin Covey Client Sales, Inc.

Signature: Hannah Hergenroether

Printed Name: Hannah Hergenroether

Title: Client Engagement Coordinator

#### Oxnard Special Education Department

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Terms and Conditions

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

**Intellectual Property License:** FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials

provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

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

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

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

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

**Term, Termination, and Events of Termination:** The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

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

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

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

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

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

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

**EEOC:** FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-64 - Action Preparedness Training (Carroll/Magaña)**

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Glenda C. Mahon of Action Preparedness Training will provide CPR/AED and First Aid training to Oxnard School District staff throughout the 2025–2026 school year.

Action Preparedness Training offers OSHA- and EMSA-compliant classes specifically designed for school personnel, delivered at a special rate. Each course typically runs 4 to 6 hours, and participants will receive certification valid for two years upon successful completion.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$9,000.00 – Safety Credits Fund

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-64 with Action Preparedness Training.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-64, Action Preparedness Training \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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**Action Preparedness Training  
951 Woodland Ave, Ojai CA 93023  
(805) 340-6333**

**Proposal for Oxnard School District  
Risk Management**

**July 1, 2025-June 30, 2026**

March 17, 2025

Scope of Work

Action Preparedness Training proposes providing CPR/AED and First Aid training classes to school staff at competitive rates. Certifications are valid for 2 years. Classes typically run from 4-6 hours.

Times/Dates: TBD as needed for the proposed time period

Cost: \$70 per OSD staff member, estimated 100 staff members total

Total cost for Fiscal Year not to exceed: \$9,000

Business Address: 951 Woodland Ave. Ojai, CA 93023

Contact information:

Glenda Mahon  
951 Woodland  
(805) 340-6333

Glenda Mahon-EMT  
Owner  
[805] 340-6333

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-65 – Tri-Signal Integration, Inc. (Hubbard/Bennett)**

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Tri-Signal Integration, Inc. will perform the Annual Fire Alarm System Testing and Inspections at all sites within the Oxnard School District. The services will include a comprehensive evaluation of fire alarm control panel equipment, covering all system components, modules, power supplies, and backup batteries. In addition, the scope includes verification of auxiliary and monitoring functions, as well as functional testing of all audible and visual signaling devices.

The scope of work also includes testing of all initiating devices, such as smoke detectors, heat detectors, duct detectors, beam detectors, manual pull stations, water flow switches, and tamper switches. Tri-Signal Integration, Inc. will ensure all systems are fully operational and compliant with applicable fire safety codes and standards, providing detailed documentation of findings and any recommended corrective actions.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$72,435.00 – Routine Restricted Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Chief Information Officer, that the Board of Trustees approve Agreement #25-65 with Tri-Signal Integration, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-65, Tri-Signal Integration Inc. \(4 Pages\)](#)  
[Proposal \(5 Pages\)](#)



## 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



May 6, 2025

Mark B. Bennett  
Director of Facilities  
Oxnard USD  
1055 South C Street  
Oxnard, CA 93030

**RE: Services to be provided at the following locations: See page 4 & 5 for the list of locations**

### LIFE SAFETY SERVICE PROPOSAL

Tri-Signal Integration proposes to provide services listed below in accordance with provisions and terms and conditions on the attached pages:

#### **FIRE ALARM SYSTEM SERVICE WILL INCLUDE:**

**Annual Fire Alarm System Test and Inspection:** Tri-Signal factory trained technician will perform annual test and inspection of control panel equipment including all components, modules, power supplies and batteries; auxiliary/monitoring functions, functional test of audible and visual signaling devices; all initiating devices such as smoke/heat/duct/beam detectors, manual pull stations, water flow & tamper switches).

**Special Note:** Includes Brycer Compliance Engine Fees. Testing services will be conducted at State Prevailing Wage rates.

Customer representative will assist Tri-Signal to access to all areas of the facilities if necessary.

Tri-Signal will provide necessary equipment such as lifts or ladders if devices are out of reasonable reach.

#### **DOCUMENTATION**

Upon completion of each inspection and test, a signed Inspection and Test Report listing actual devices checked will be forwarded to Customer. Copies will be kept at the job site and at our office.

#### **SERVICE NOT INCLUDED IN THIS PROPOSAL**

This proposal does not include the cost of labor and parts needed to complete required repairs. The pricing also does not include any fees incurred for fire department witnessing or any additionally required permits. Any parts or labor needed to complete repairs can be provided to the customer at additional cost.



# TRI•SIGNAL INTEGRATION, INC.

Page Two

Mark B. Bennett, Director of Facilities, Oxnard USD

1055 South C Street, Oxnard, CA 93030

## COST FOR FIRE ALARM SYSTEMS INSPECTION PROGRAM

ANNUAL INVESTMENT     \$72,435.00

Special Note: Includes Brycer Compliance Engine Fees. Testing services will be conducted at State Prevailing Wage rates.

**Contract Term:** 7/1/2025 – 6/30/2026

The Charge for the services rendered hereunder will be billed annually, payable in full net 30 days after invoice. Thank you for allowing Tri-Signal Integration, Inc. to provide you with this service. If you have any questions or concerns, please feel free to contact me at 661-476-4592.

Sincerely,

Lauren Hicks  
Tri-Signal Integration, Inc.

**\*PLEASE REMIT THIS AGREEMENT TO LHICKS@TRI-SIGNAL.COM UPON APPROVAL\***

To accept this proposal, please issue a Purchase Order and sign below as acceptance. If you do not issue Purchase Orders, please tell us how you would like us to reference our invoices to ensure prompt payment.

ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**ADDITIONAL TERMS AND CONDITIONS****SCOPE:**

The services to be performed hereunder are solely the services set forth herein and in any attached Supplement(s), and Tri-Signal Integration, Inc. does not assume any responsibility for nor is it obligated to examine or comment upon any system design, installation or adequacy or overall system performance or to perform any services to any Equipment not specified in Schedule A.

**ACCESS:**

This Agreement is entered into on the basis that the above installations and the above Equipment can be visited by Tri-Signal Integration, Inc. Service Technicians and worked on without interference during normal working hours (or those hours called for under any Supplement(s) attached), and Customer hereby grants permission to Tri-Signal Integration, Inc. to enter upon the premises and perform the services agreed to herein. Where it is necessary to use ladders or to remove obstacles to facilitate the inspection of Equipment, the Customer will provide ladders and labor for removing such obstacles.

**PARTS WARRANTY AND LIMITATION:**

With regard to any Tri-Signal Integration, Inc. manufactured parts under furnished by Tri-Signal Integration, Inc. hereunder, Tri-Signal Integration, Inc. warrants all such parts against defects in material and workmanship for a period of one year from date of manufacture. Tri-Signal Integration, Inc. sole responsibility and Customer's exclusive remedy for breach of this Warranty is the repair or replacement of defective parts by Tri-Signal Integration, Inc. or the return of that portion of the purchase price represented by such defective or non-conforming parts, and in no case shall Tri Signal Integration, Inc. liability under any remedy prescribed by law exceed purchase price. CUSTOMER AGREES THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES AS TO QUALITY OR MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF SAID PARTS IN CONNECTION WITH THEIR FURNISHING OR USE OTHER THAN AS PROVIDED ABOVE. This warranty is void in case of parts abuse, abnormal usage, faulty installation or repair by unauthorized persons, connections to incompatible equipment, AND IN ANY EVENT TRI-SIGNAL INTEGRATION, INC. SHALL HAVE NO LIABILITY FOR INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, RESULTING FROM DEFECT IN ANY TRI- SIGNAL INTEGRATION, INC. PARTS OR OTHERWISE.

With regard to any parts manufactured by others furnished by Tri-Signal Integration, Inc. hereunder, Customer agrees that Tri-Signal Integration, Inc. makes no warranties or representations with respect thereto and Tri-Signal Integration, Inc. sole obligation with respect thereto shall be to pass through to the Customer such other manufacturer's warranty to the extent such warranty is then available and transferable. In furnishing such parts or passing through such warranty to Customer, Tri-Signal Integration, Inc. shall not be deemed to have made, adopted, or guaranteed such other manufacturer's warranty.

**LIMITATIONS OF LIABILITY:**

It is understood that Tri-Signal Integration, Inc. is not an insurer and that insurance may be obtained by Customer if any is desired by Customer and that the payments made hereunder to Tri-Signal Integration, Inc. are based solely on value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein. Tri-Signal Integration, Inc. makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences, or the consequences therefrom, which the services are intended to prevent. Accordingly, Customer agrees that Tri-Signal Integration, Inc. shall not be liable for any loss or damage, irrespective of origin, to person or to property, whether directly or indirectly caused by performance or non-performance of any obligations imposed by this agreement or by any negligent acts or omissions of Tri-Signal Integration, Inc., its agents or employees, unless such loss, damage, or personal injury arises solely, directly and proximately from the negligent performance of such services by Tri-Signal Integration, Inc. and in such event, it is expressly agreed that Tri-Signal Integration, Inc. liability shall be limited to the amount of annual charge for the services to be rendered hereunder. Customer may obtain an expansion of this limitation on liability, if desired, by payment, pursuant to written agreement, of an increased annual rate which shall be negotiated between the parties upon the request of the Customer in writing prior to the effective date or any renewal date of this agreement.

**GENERAL:**

Tri-Signal Integration, Inc. shall not be responsible for failure to render service hereunder due to unavailability of parts labor troubles, fire, flood, and other causes beyond its reasonable control. This agreement and any Supplement(s) attached constitute the entire agreement between Tri-Signal Integration, Inc. and the Customer and no representation, promise, or statement not expressed herein shall be binding on Tri-Signal Integration, Inc. The terms and conditions herein shall prevail not withstanding any variance with other terms and conditions of any order submitted by Customer with respect to any services hereunder. The effective date of this Agreement shall be the date on which the Agreement is executed by Tri-Signal Integration, Inc.



**OXNARD SCHOOL DISTRICT LIST OF LOCATIONS**

1.) Norman R. Brekke School: \$1,656.00

1400 Martin Luther King JR Drive

2.) Cesar Chavez School: \$6,149.00

301 North Marquita Street

3.) Bernice Curren School: \$3,720.00

1101 North F Street

4.) Driffill School: \$4,122.00

910 South E Street

5. Elm Street School: \$2,950.00

450 East Elm Street

6.) Frank Academy: \$1,975.00

701 North Juanita Avenue

7.) Fremont Academy: \$2,356.00

1130 North M Street

8.) Harrington Elementary: \$2,836.00

451 E Olive Street

9.) Family Resource Center: \$1,026.00

(at the Harrington Campus)

2501 Gisler Ave.

10.) Dr. Manuel M Lopez Academy: \$2,507.00

647 West Hill Street

11.) Kamala School: \$4,100.00

634 West Kamala Street

12.) Lemonwood School: \$6,210.00

2001 San Mateo Place

13.) Marina West School: \$1,805.00

2501 Carob Street

\$72



# TRI•SIGNAL INTEGRATION, INC.

Page Five

14.) Thurgood Marshall School: \$3,506.00

2900 Thurgood Marshall Drive

15.) Christa McAuliffe School: \$2,230.00

3300 West Marina Avenue

16.) Dennis McKinna School: \$3,018.00

1611 South J Street

17.) Enrollment Center: \$739.00

925 South A Street

18.) Ramona School: \$2,583.00

804 Cooper Road

19.) Emilie Ritcher Elementary: \$950.00

2200 Cabrillo Way

20.) Rose Avenue School: \$2,285.00

220 South Driskill Street

21.) San Miguel School: \$4,702.00

2400 South J Street

22.) Sierra Linda School: \$2,272.00

2201 Jasmine Street

23.) Juan Soria Elementary: \$6,362.00

3101 Dunkirk Drive

24.) Transportation/Warehouse: \$963.00

514 & 516 West Wooley Road

25.) District Office: \$920.00

1051 South A Street

26.) Operations Service Center: \$1,000.00

1055 South C Street

27.) Enrichment and Special Programs: \$720.00

3050 Camino Del Sol

**Annual Total: \$72,435.00**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-66 – Dial Security (Hubbard/Bennett)**

---

Dial Security will provide Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services throughout all sites within the Oxnard School District

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$212,296.31 – Routine Restricted Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Chief Information Officer that the Board of Trustees approve Agreement #25-66 with Dial Security.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-66, Dial Security \(15 Pages\)](#)  
[Proposal \(2 Pages\)](#)



## SERVICES AGREEMENT

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

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

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

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_,  
(hereinafter referred to as “Provider.”)

### PROVIDER.

Provider \_\_\_\_\_

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

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

Fax Number \_\_\_\_\_

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

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

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

License Number (if applicable) \_\_\_\_\_

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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: **[delete those not applicable]**

	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  
Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

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

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

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

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

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

### PAYMENT SCHEDULE:

Submit invoices monthly to Beatris Magana at [bmagana@oxnardsd.org](mailto:bmagana@oxnardsd.org) and Accounts Payable at [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org)

### ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20\_25

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: \_\_\_\_\_

- 
- 
- 
- 

760 West Ventura Blvd.  
Camarillo, CA 93010  
Tel: (805) 389-6700  
Fax: (805) 383-3401



May 09, 2025

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

To: Mark B. Bennett

Re: OSD Contract Renewal

Dear Mr. Bennett,

This letter is to give notice that Dial Security wishes to exercise continuing services of the Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services from July 01, 2025 through June 30, 2026

The current rate is \$204,372.48. Services added over the 2024-2025 school year were \$212.00 per month, or \$2,544.00 annually. Based upon current inflation rates, the increase will be 2.6%, which will equate to \$212,296.31. This will cover all services currently in place and added through 05/09/2025. Additional services added after this date will be charged in addition to the annual amount.

Current sites:

Brekke Elementary School- 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030  
Cesar Chavez School- 301 North Marquita Street, Oxnard, CA 93030  
Curren School- 1101 North F Street, Oxnard, CA 93030  
Driffill School- 910 South E Street, Oxnard, CA 93030  
Educational Service Center- 1051 South A Street, Oxnard, CA 93030  
Elm Elementary School- 450 East Elm Street, Oxnard, CA 93033  
Enrollment Center- 925 South A Street, Oxnard, CA 93030  
Fremont Intermediate School- 1130 North M Street, Oxnard, CA 93030  
Harrington Elementary School- 2501 Gisler Avenue, Oxnard, CA 93033  
Haydock Intermediate School- 647 West Hill Street, Oxnard, CA 93033  
Juan Lagunas Soria Elementary School - 3101 Dunkirk Drive, Oxnard, CA 93035  
Kamala School- 634 West Kamala Street, Oxnard, CA 93033  
Lemonwood Elementary School- 2200 Carnegie Court, Oxnard, CA 93033  
Marina West Elementary School- 2501 Carob Street, Oxnard, CA 93035  
Marshall School- 2900 Thurgood Marshall Drive, Oxnard, CA 93036  
McAuliffe School- 3300 Via Marina Avenue, Oxnard, CA 93035  
McKinna School- 1611 South J Street, Oxnard, CA 93033  
Operations Service Center- 1055 South C Street, Oxnard, CA 93030  
Oxnard Elementary School District- 1051 South A Street, Oxnard, CA 93030  
ELOP- 3050 Camino Del Sol, Oxnard, CA 93030  
Ramona Elementary School- 804 Cooper Road, Oxnard, CA 93030

Ritchen Elementary School- 2200 Cabrillo Way, Oxnard, CA 93030  
Robert Frank Intermediate School- 701 North Juanita Avenue, Oxnard, CA 93030  
Rose Avenue School- 220 South Driskill Street, Oxnard, CA 93030  
San Miguel School- 2400 South J Street, Oxnard, CA 93033  
Sierra Linda School- 2201 Jasmine Street, Oxnard, CA 93036  
Warehouse/Transportation Center- 514 West Wooley Road, Oxnard, CA 93030

If you have any questions about the services Dial is providing to the district, please feel free to contact me.

Thank you for the opportunity to continue to work with the district.

Sincerely,

Daniel Stebbings  
Assistant Sales Manager

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-67 – California State University, Northridge (Carroll)**

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Oxnard School District will collaborate with California State University, Northridge in the training and development of future school counselors. As part of this partnership, counseling students interested in field placements within the district will engage in 15–25 hours per week of fieldwork under the supervision of a qualified Pupil Personnel Services (PPS) School Counselor.

During their placement, students will complete a variety of school counseling-related activities, including but not limited to providing personal, academic, and career counseling; participating in IEP and 504 plan meetings; attending SARB/SART meetings; delivering classroom guidance lessons; engaging in parent-teacher conferences; and collaborating with staff as determined by the district. These experiences are designed to fulfill the California Commission on Teacher Credentialing (CTC) requirements and support their preparation for the PPS Credential in School Counseling.

Term of Agreement: July 1, 2025 through June 30, 2028

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-67 with California State University, Northridge.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-67, California State University Northridge \(6 Pages\)](#)

**OXNARD SCHOOL DISTRICT**  
**Memorandum of Understanding and Agreement with the Named University**  
**to Provide for Unpaid Internship Placements for University Students**

This Memorandum of Understanding (“Agreement”) is made by and between the Oxnard School District (“District”) and the Board of Trustees of the California State University on behalf of California State University, Northridge (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students (“Unpaid Interns”) will gain experience in the public school setting. This Agreement applies to unpaid service-learning placements for University- enrolled students; it does not apply to student teacher placements that are part of a credentialing program.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of three (3) years beginning **July 1, 2025** and ending **June 30, 2028**, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**LOCAL EDUCATIONAL AGENCY AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Unpaid Interns with supervised internship experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years’ experience in that field. The Supervisor will provide the Unpaid Intern with at least two hours of face- to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Unpaid Intern’s performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts assignment of the student, the District may terminate the internship for good cause. “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion

that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section.

6. District shall, on any day when an Unpaid Intern is receiving training at its facilities, arrange for the Unpaid Intern to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Unpaid Intern.

## **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Unpaid Intern.
2. University will confer regularly with District and site administration and District-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an Unpaid Intern in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Unpaid Interns and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Unpaid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Unpaid Interns' performances in the District's classrooms.
7. University will be responsible for ensuring that Unpaid Interns have appropriate insurance coverage.

## **UNPAID INTERN RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a copy of the letter from the University stating the need for the student to seek placement in the District.
  - a background check/ fingerprint clearance report,
  - a negative tuberculosis risk assessment and/or test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as an Unpaid Intern.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as an Unpaid Intern.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Unpaid Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Unpaid Interns of

any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Unpaid Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

## **STATUS OF UNIVERSITY, LOCAL EDUCATIONAL AGENCY, AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Unpaid Interns in District schools pursuant to this Agreement are doing so for educational purposes only, and Unpaid Interns are not considered employees or volunteers of either University or District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide written notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **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 \$1million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Unpaid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) 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 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.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence / \$2 million aggregate.

The District shall furnish to the University prior to the commencement of the internship an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the District with a combined single limit of not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

(a) The certificate of insurance shall provide:

(i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;

(ii) That the State of California, the Board of Trustees of the California State University, the CSU, the campus and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;

(iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;

(iv) That the insurer has an AM Best rating of A:VII or equivalent.

(b) District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, District agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the University, and the District agrees that no internship shall be performed prior to the giving of such approval. In the event District fails to keep in effect at all times insurance coverage as herein provided, the University may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(c) Workers' Compensation insurance coverage as required by the State of California.

#### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Unpaid Intern or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Unpaid Intern regarding the lack of coverage of Workers' Compensation insurance by either party.

#### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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 in which 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. In the event of a dispute between the parties arising from this Agreement, both parties shall remain silent on governing law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. 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.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed and entered into by the parties on this 4th day of June, 2025 .

Oxnard School District

California State University, Northridge

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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Street

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City, State, Zip Code

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City, State, Zip Code

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E-mail Address

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E-mail Address

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Telephone

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Telephone

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-69 – Tresis Partners Corporation (Fox/Nocero)**

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Tresis Partners Corporation will provide services strictly on a referral basis from school personnel, ensuring timely and targeted support for individuals identified within the community.

Lice Clinic, in partnership with Tresis Partners Corporation, operates a specialized community clinic offering urgent care for head lice removal. Utilizing an FDA-cleared, three-step dehydration process, their method is designed to effectively eliminate both lice and their eggs in a single treatment session.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$5,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-69 with Tresis Partners Corporation.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-69, Tresis Partner Corp \(4 Pages\)](#)  
[Scope of Work \(3 Pages\)](#)



## 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

OXNARD SCHOOL DISTRICT  
SCOPE OF WORK PROPOSAL FOR CLINIC  
VOUCHERS FOR THE 2025-2026 SCHOOL YEAR

This agreement is made and entered into this date of April 22, 2025 by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the "District" and the independent contractor Tresis Partners Corporation dba Lice Clinics 805, hereinafter referred to as the "Contractor."

**Name of the contracting party:** Tresis Partners Corporation  
**Checks payable to:** Tresis Partners Corporation  
**Contractor in charge of signing agreement:** Tatum C. Singletary  
**Contractor corporate address:** 1735 Pearl Way, Oxnard, CA 93035  
**Contractor phone:** (303) 748-3499 - Fax: 323-843-9660  
**Contractor clinic appointment line:** (805) 334-0951 x1  
**Contractor email:** [tates@tresisinc.com](mailto:tates@tresisinc.com) cc: Amy@LiceClinics805.com  
**Contractor federal Tax ID:** 81-4053205 – C Corp  
**Description of services:** Urgent Care for Head Lice Removal  
**Date(s) of service:** July 1, 2025 thru June 20, 2026  
**Site(s) where Specialty Clinic services are to be performed:** Lice Clinics 805, 3875 Telegraph Road, Suite J, Ventura, CA 93003

This District agrees to compensate the contractor for services rendered as follows:

**Total compensation for services not to exceed:** \$5,000

**To be paid as follows:** Contractor will provide 32 vouchers for lice treatments at the following rate: \$155 per voucher, each good for one full Signature Saline Heated Air lice removal treatment. Payment of \$4,960 to contractor will be due up front.

### **Executive Summary**

Contractor operates a unique community clinic that specializes in urgent care for head lice removal. We are the only urgent care lice treatment company on the central coast of California with trained technicians that exclusively use an FDA cleared 3-step dehydration process to kill lice and their eggs in one treatment. Each treatment takes about an hour depending on the level of infestation and length or condition of hair. It's the fastest, most effective and efficient head lice treatment in the county. It leaves the client lice free when they walk out the door and it does not require follow up visits. We never use toxins or pesticides. We do require that guests who are being treated arrive with clean and detangled hair.

Since we opened our doors February 1, 2017, we have successfully treated over 7,500 guests of all ages without a failed treatment. The key to our success is the use of a proprietary saline solution, combined with heated air that dehydrates and desiccates lice and their eggs or nits. Following is a full section-by-section comb out and then a special topical oil application that stays on the head for 10-20 minutes while it suffocates any live lice that may have survived the saline, heat and combing. The reason why this treatment is so critical is because OTC and RX treatments that are mainly toxins and poisons are no longer effective and can be dangerous to children's scalps when parents overuse toxic treatments.

With the mutation of lice over the past 14 years these new super bugs are commonly referred to as "super lice," and they are resistant to OTC medications such as Rid and Nix that are now only effective killing live lice about 25-40% of the time and they do nothing to kill eggs. At least 48 states in the country have been shown to be exposed to "super lice" and California is near the top of the list. Approximately 8-10 days after using OTC lice medications such as Rid or Nix, or the highly toxic and common RX "Sklice," the leftover eggs hatch, they mature, and each new bug begins laying 2-10 eggs per day to keep the infestation going. These are often referred to as "chronic cases" because it's not always understood that children normally don't "keep getting lice" every month or every few weeks, but rather, in most cases, they never get rid of the lice in the first place, because OTC treatment methods are no longer effective at completely killing lice or their eggs.

Even the most popular (and most expensive prescription, called Sklice) kills live lice about 70% of the time but doesn't kill all nits and eggs. And anyone concerned about pesticides, poisons and toxic chemicals or the potential risks they may pose to the health of children (such as chemical burns), we suggest checking their animal testing results. While they force animals to ingest the toxins and children don't, the human skin often absorbs what it comes in contact with.

OXNARD SCHOOL DISTRICT  
SCOPE OF WORK PROPOSAL FOR CLINIC  
VOUCHERS FOR THE 2025-2026 SCHOOL YEAR

The warning label on Sklice also says that the toxins can be spread to a nursing child through breast milk. This should be a red flag warning to all that consider using this ineffective and potentially dangerous method to treat lice on children. We have seen the skin damage and results (or lack of) firsthand. For more information about their animal testing on rabbits, mice and rats, you used to be able to visit their website at [https://sklice.com/pdfs/patient\\_brochure.pdf](https://sklice.com/pdfs/patient_brochure.pdf). Page 6, column 3 under “animal data” 8.2 and 8.3 “nursing mothers.” However, today it’s far more difficult to find since they seem to have buried or hidden that list of deformities because they now display “404 page not found.” We still have that information if you would like to have a copy.

Combing only lice companies, vary in their methods that require follow ups and most treating lice with “organic” products such as “olive oil, mayonnaise, face wash” and more. But the cost and time involved can often be more expensive than one dehydration treatment method. If combing isn’t 100% effective, it’s just a matter of time before leftover egg-hatching occurs and a reinfestation begins. Further, there is currently no reliable evidence showing that any of these organic methods kill live lice and none have been shown to kill eggs. We have, however, treated many families that had recently spent 6+ hours and hundreds of dollars hiring combing companies to come to their homes, only to discover that the process turned out to be ineffective. In one instance, they didn’t find out until post combing that they would be required to soak their head/hair in olive oil every day for a week, followed by every other day for another week. Those weeks of combing and required follow ups lead to costs that would far exceed the most effective treatment at Lice Clinics 805 where you leave lice free in about an hour.

Head lice are an epidemic in California because lice are so contagious. They spread nearly as quickly as the common cold. Children miss millions of days of school each year in the United States. Each day a child is absent costs a school \$35-55 in lost federal funding but equally as important are the days the child misses followed by overdue schoolwork.

### **Program Overview**

Lice Clinics 805 has a specialized voucher program tailored for organizations whereby it can purchase discounted Signature Saline Dehydration lice removal treatments. The retail price of a treatment is \$195. The discounted price for the Oxnard School District bulk vouchers is \$155 each. The voucher price includes “long hair” (hair that falls at or past the shoulder blades) that normally is accompanied by an additional charge of \$25 for the extra combing time. Each voucher will be tagged with a certificate number for tracking purposes and may be used only once, for one treatment, and will be surrendered to Contractor at the time of the appointment. It’s recommended that the whole family (or split families) get checked and/or treated (if needed) so that the lice can be gone and not spread back and forth between family members. Unless the whole family is cleared, Contractor is not responsible to re-treat student due to re-infestation from a family member or by other means. If all family members are screened and cleared during the same appointment or within 24 hours of the initial appointment, we guarantee the student that was treated to be lice free for 15 days and will retreat at no charge should the treatment fail for any reason during that time period. We will offer discounted screenings as well, so that each family member can be checked during the same appointment. Screenings are normally \$25, but we can offer them at a discounted price of \$15 for Oxnard voucher family members during the same appointment as the treatment(s). We will also offer family members a treatment discount should it be needed.

We want to become a trusted and valuable resource for you, your students, their parents, and your institution. We realize that some families have a great need for head lice treatments but may not have the financial means to get it taken care of. Many spend their hard-earned dollars on OTC methods that they believe will work, but don’t realize their efforts are futile. That’s why we are offering our voucher program to help schools make this treatment fast and affordable, so the students can be back in school the same or next day.

Our clinic operates seven days a week, between 9am and 8pm by appointment only. We have technicians who work on-call and can be available within an hour’s notice. Please visit our website <http://www.LiceClinics805.com>.

**Stipulations.** When Oxnard Schools (generally nurses or administrators) become aware of a family that is battling with an infestation, voucher(s) can be issued to the parent(s) that can be redeemed at Lice Clinics 805 at the time of their scheduled appointment. There is no cash value to the parents for the vouchers. The treatment is about a one-hour affair (a bit longer if the hair is very long or the infestation is heavy) The clinic has a policy that if hair is beyond the shoulder blades there is an extra charge of \$25 for the 30-40 minutes of extra combing time that is necessary. The Oxnard voucher program is an all-inclusive program which means there is no extra charge for long hair or heavy infestation.

OXNARD SCHOOL DISTRICT  
SCOPE OF WORK PROPOSAL FOR CLINIC  
VOUCHERS FOR THE 2025-2026 SCHOOL YEAR

**Indemnification.** Contractor and District agree to and do hereby defend, indemnify, and hold each other harmless District, its officers, agents, employees, and/or volunteers from any and against any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents, employees, or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not.

**Insurance.** Contractor, 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:

Workers' Compensation Insurance. Contractor 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. In the case of any such work which is subcontracted, Contractor shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	General Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000	\$ 2,000,000

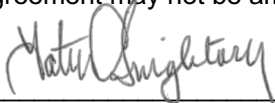
Any and all subcontractors hired by Contractor in connection with the Services described in this Agreement shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

**Certificate of Insurance.** Contractor and any and all subcontractors working for Contractor 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 such insurance shall be filed with the District on or before commencement of the services under this Agreement.

**Contractor Facilities.** Our clinic operates seven days a week, between 9am and 8pm by appointment only. Appointments can be made by calling (805) 334-0951 Ext. 1. Our clinic address is 3875 Telegraph Road, Suite J, Ventura, California 93003. Upstairs on the second floor in the corner. We do not take "walk ins."

**Termination:** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Vouchers have a one (1) year expiration date and thus may not be redeemed beyond this contract date. Vouchers are non-refundable under any circumstances and are valid for Saline and Heated Air Signature head lice treatments only. They may not be used or applied to purchase retail products, combing services (unless contraindications require a combing/oil alternative) or any other services.

**Contract Extension and/or Amendments:** Upon contract expiration, both parties may extend this Agreement for an additional time period, as determined by the District, under the same Contractor Agreement terms as described above. Contractor agrees to honor the above pricing structure during contract extension periods until further notice. This agreement may not be amended, modified or altered except by a written instrument executed by both parties hereto.



Signature of President  
Tresis Partners Corporation dba Lice Clinics 805  
Date: 4/22/2025

Signature of Oxnard School District Representative  
Director, Purchasing  
Date: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-70 – STAR of CA - ERA Ed. (Fox/Shea)**

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STAR of CA ERA Ed will provide supplemental staffing for the Expanded Learning Opportunity Program during the 2025–2026 school year on an as-needed basis. These services may include behavioral and paraprofessional support for students with developmental and social-emotional challenges, aligned with each student’s Individualized Education Program (IEP) to ensure personalized and effective support.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$225,000.00 – Expanded Learning Opportunities Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #25-70 with STAR of CA - ERA Ed.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-70, STAR of CA - ERA Ed. \(15 Pages\)](#)  
[Proposal \(2 Pages\)](#)



## SERVICES AGREEMENT

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

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

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

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

### PROVIDER.

Provider \_\_\_\_\_

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

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

Fax Number \_\_\_\_\_

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

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

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

License Number (if applicable) \_\_\_\_\_

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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,	\$ 1,000,000.00	\$ 2,000,000.00

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

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

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

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

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

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

Actual and Necessary Travel Expenses \$ \_\_\_\_\_

Other Expenses \$ \_\_\_\_\_

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

Deposit \$ \_\_\_\_\_

Balance Due after Completion of Services \$ \_\_\_\_\_

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

### PAYMENT SCHEDULE:

Invoices to be submitted monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org). Net 30 terms.

### ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

### **III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_

## **Program Description Overview**

**Community Autism Services** provides a range of behavioral and support services to students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) General Student Paraprofessional Support (GSS)

## **ERA Ed. Description of Services & Fee Schedule**

### **Behavioral Services**

**Direct Instruction (BII)** – STAR of CA provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student's IEP.

**Supervision (BID)** – This service includes a range of supervisory activities designed to support the implementation of the student's behavioral program as specified in their IEP. As part of the supervision model, each STAR of CA behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each STAR of CA behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with

the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs.

**General Student Paraprofessional Support (GSPS)** – STAR of CA provides paraprofessional support for students in order to resolve challenging behaviors, increase engagement, and enhance social skills. General student paraprofessional support can be delivered in individual and group settings.

### RATE TABLE

SERVICE	SrvCode	Rate	Per
Supervision	BID	\$123.02	/hr
Direct Instruction	BII	\$63.37	/hr
General Student Paraprofessional Support	GSPS	\$60.00	/hr

### STAFFING & FINANCIAL TERMS

#### School Year Afterschool Program:

- Program Dates: Academic year 2025-2026
  - 180 school days plus 30 non-school days (Spring & Summer intersessions)
  - 4 hours per day on typical days
  - 6 hours per day on early release days
- Five (5) Direct Instruction Paraprofessionals
- Five (5) General student Support Paraprofessionals
- Two (2) hours per week of Supervision per Paraprofessional – scheduled as appropriate.
- Services will be provided on an as-needed basis, and are not necessarily limited to the staffing outlined above.
- Total program cost not to exceed: \$225,000 for the academic year.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-72 – Curriculum Associates, LLC (Fox/Ruvalcaba)**

---

Curriculum Associates, LLC will provide five (5) hours of online training for teachers focused on exploring the Ellevation Strategies Professional Learning Modules. During the session, the provider will guide participants through the modules and support lesson planning, helping teachers integrate selected activities that incorporate a range of language development strategies into their instructional design.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$6,250.00 – Title III Funds

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-72 with Curriculum Associates, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-72, Curriculum Associates LLC \(4 Pages\)](#)  
[Quote #Q-54789 \(1 Page\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

**Payment.** District shall provide Provider a valid purchase order and Provider shall issue invoice based on such purchase order. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

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

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

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

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

**Compliance with Laws.** Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:  
Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Interim Director, Purchasing	_____ Signature	_____ Date
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# Curriculum Associates, LLC Price Quote - Q-54789

Version: 1

Quote Date: 4/8/2025

Quote Expiration Date: 8/1/2025

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

Company: Curriculum Associates, LLC	Customer: Oxnard School District, CA
Representative: Jessi Miller-Cunningham	Contact Name: Teresa Ruvalcaba
Email: jessi.miller-cunningham@ellevationeducation.com	Email: truvalcaba@oxnardsd.org
Phone: 617-307-5755	Phone: 8053851501
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: 1051 South A Street, Oxnard, CA 93030
Start Date:	End Date:

## Subscription Fees

Subscription Total:	\$0.00
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## Services Fees

Product	Quantity	Unit Price	Total Fees
Online Training Hour	5	\$1,250.00	\$6,250.00
Services Total:			\$6,250.00

## Total Investment - Q-54789

Grand Total:	\$6,250.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-74 - Sunrise Physical Therapy Services Inc. (Carroll/Magaña)**

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Sunrise Physical Therapy Services Inc. will provide ergonomic evaluations and training sessions at job sites, as requested, to help minimize workplace injuries and promote a safer working environment. Recommendations for ergonomic equipment will be reviewed by the Oxnard School District's Risk Manager.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$29,000.00 – Ergonomic Reimbursable Funds

#### **RECOMMENDATION:**

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-74 with Sunrise Physical Therapy Services Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-74, Sunrise Physical Therapy Services Inc. \(4 Pages\)](#)  
[Attachment A \(2 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

## Attachment A

### DESCRIPTION OF ERGONOMIC SERVICES:

#### SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example of this category is review of and guidance on ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

## **Attachment B**

### **SCHEDULE OF FEES**

#### **FEES:**

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in-person and online services.

#### **PAYMENT:**

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-75, Pavement Engineering Inc. (Hubbard/Bennett)**

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Pavement Engineering, Inc. will provide engineering services to the Oxnard School District to assess, update, and maintain pavement infrastructure across 26 district sites. These include 21 schools, the Educational Service Center, Enrollment Center, Operations Service Center, Expanded Learning Opportunities Program (ELOP), and the Warehouse/Transportation facility. The scope of work will focus on updating the District's existing Pavement Management Plan to ensure long-term sustainability and effective maintenance planning.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$65,000.00 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, and the Director, Facilities, that the Board of Trustees approve Agreement #25-75 with Pavement Engineering Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-75, Pavement Engineering, Inc. \(15 Pages\)](#)  
[Proposal \(4 Pages\)](#)



## 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.

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  
Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

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

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

Accountants, attorneys, education consultants, \$1,000,000.00  
nurses, therapists  
Architects \$1,000,000.00 or \$2,000,000.00

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT

District

---

Provider

By:

Signature

Signature

---

Name

---

Name

---

Title

---

Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

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

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

### PAYMENT SCHEDULE:

Email invoices to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [aduarte@oxnardsd.org](mailto:aduarte@oxnardsd.org)

Net 30 Terms

### ADDITIONAL COSTS OF EXPENSES:

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025\_\_

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: \_\_\_\_\_

May 6, 2025

MP25-074A

Mr. Mark B. Bennett  
Director of Facilities  
Oxnard School District  
1051 S A Street  
Oxnard, CA 93030

Subject: Proposal for Engineering Services – Update Oxnard School District's Pavement Management Plan

Dear Mark:

Pavement Engineering Inc. (PEI) is pleased to submit our proposal for engineering services for the subject project. Oxnard SD maintains 26 sites (21 Elementary/Intermediate Schools, an Educational Service Center, an Enrichment and Special Programs (ELOP) building, and Enrollment Center, an Operations Service Center and a Warehouse / Transportation Area). This proposal outlines our scope of work and fees to update their existing pavement management plan.

PEI will use expertise developed over years of involvement with pavement rehabilitation/maintenance planning and projects to assess the District's pavement management plan.

We are confident we can provide services that will make your job easier while providing strategies for repairing, maintaining and preserving your pavement assets at a consistent serviceable and safe level. The scope of work and our fees for the requested assistance are outlined below.

## **PROPOSED SCOPE OF WORK**

Our scope of work includes updating the District's Pavement Assessment Plan, originally prepared in 2020. The asphalt concrete pavements at each of Oxnard SD's sites will be visually evaluated by one of PEI's trained personnel. The evaluation will confirm any work recently performed and identify or confirm the next maintenance or rehabilitation treatment along with the treatment's timing. In addition, PEI will establish a priority ranking to assist the District with planning and selecting future projects.

The District's existing plan shows that each site has been sub-divided into areas according to use, location or size. Each area will receive a separate assessment. This approach allows the District to refine their pavement management approach. Portland Cement Concrete (PCC) areas and a drainage assessment are not included in this review.

*Serving California since 1987*

Mark B. Bennett  
May 6, 2025  
MP25-074A  
Page 2

Our work will be summarized into a report containing maps and a spreadsheet showing each pavement area and the next treatment and associated cost. PEI will use the square footages for each area identified in the existing plan, if possible, to calculate a cost.

## PROJECT SCHEDULE

It is anticipated that our report will be delivered to the District approximately six to eight weeks following the start of the field work. PEI will work closely with the District to meet the project needs.

## PROJECT COST

PEI's fee for the work outlined is \$65,000 (based on 26 sites). We will use Google Earth to review each site and compared it to our site documents from our last assessment performed in 2020.

The total cost assumes that PEI will assess all sites as part of this project. All fees and costs associated with this project are subject to final negotiation with Oxnard School District. The enclosed proposal conditions apply.

Our commitment to Oxnard School District is to provide high quality services with honesty, trust and professionalism. As our slogan says, "You can ride on our reputation." Please don't hesitate to contact me at 805-781-2265 with any questions you may have.

Very truly yours,  
PAVEMENT ENGINEERING INC.



Sam Ho, P.E.  
Senior Associate Engineer

Enclosures:            Proposal Conditions  
                              School Sites

pc:                      C File / M File / MP File R/P/S

OXNARD SCHOOL DISTRICT SITES	
School Site	Address
Brekke K-5	1400 Martin Luther King Jr. Drive
Chavez K-8	301 North Marquita Street
Curren K-8	1101 North F Street
Driffill K-8	910 South E Street
Elm K-5	450 East Elm Street
Frank Academy 6-8	701 North Juanita Avenue
Fremont 6-8	1130 North M Street
Harrington K-5	451 E. Olive Street
Juan Lagunas Soria K-8	3101 Dunkirk Drive
Lopez Academy of Arts 6-8	647 West Hill Street
Kamala K-8	634 West Kamala Street
Lemonwood K-8	2001 San Mateo Place
Marina West K-5	2501 Carob Street
McAuliffe K-5	3300 West Via Marina Avenue
McKinna K-5	1611 South J Street
Ramona K-5	804 Cooper Road
Ritchen K-5	2200 Cabrillo Way
Rose Avenue K-5	220 South Driskill Street
San Miguel Pre-school	2400 South J Street
Sierra Linda K-5	2201 Jasmine Avenue
Thurgood Marshall K-8	2900 Thurgood Marshall Drive
Educational Service Center	1051 South A Street
Enrichment & Special Programs	3050 Camino Del Sol
Enrollment Center	925 South A Street
Operations Service Center	1051 South C Street
Warehouse /Transportation	516 West Wooley Road /514 West Wooley Road

### **PROPOSAL CONDITIONS**

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. One copy of the Assessment Final Report will be provided to the Owner. Additional copies are \$250 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-76 – Flewelling & Moody, Inc. (Hubbard/Bennett)**

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Flewelling & Moody, Inc. will provide architectural, planning, and engineering services to support the Oxnard School District's Facilities Department in the development and execution of future maintenance projects.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$200,000.00 – General Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Chief Information Officer, that the Board of Trustees approve Agreement #25-76 with Flewelling & Moody, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-76, Flewelling & Moody, Inc. \(15 Pages\)](#)  
[Exhibit A \(2 Pages\)](#)



## SERVICES AGREEMENT

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

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

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

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_,  
(hereinafter referred to as “Provider.”)

### PROVIDER.

Provider \_\_\_\_\_

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

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

Fax Number \_\_\_\_\_

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

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

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

License Number (if applicable) \_\_\_\_\_

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

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

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

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

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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	\$ 1,000,000.00	\$ 2,000,000.00

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

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

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

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

Architects \$1,000,000.00 or \$2,000,000.00

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
District

Provider

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

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

**SCHEDULE OF FEES**

**FEES:**

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

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

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [bmagana@oxnardsd.org](mailto:bmagana@oxnardsd.org), Net 30 terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

Provider: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

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

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

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

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

### **III. Conflict of Interest Certification**

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

Provider Initials: \_\_\_\_\_

## EXHIBIT "A"

### COMPENSATION TO ARCHITECT:

The District agrees to pay the Architect for full performance of Architectural Services contemplated under the terms of this agreement in accordance with the hourly billing rates as stated in the attached rate schedule.

- (1) Services for professional consultants will be billed at multiple of 1.15 times the amount billed to the Architect for such services.
- (2) For the purpose of this Agreement, the principals are:  
  
Scott F. Gaudineer, Matthew C. Buchanan
- (3) Reimbursable expense will be billed at a multiple of 1.15 times the amount billed to the Architect.

Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the project for the expenses listed in the following subparagraphs:

- (1) Expense of reproductions, postage and handling of drawings, specifications and other documents, including reproductions for office use of the Architect and Architect's consultants.
- (2) Expense of photographic production techniques when used in connection with Additional Services.
- (3) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- (4) Expense of renderings, model and mock-ups requested by the Owner.
- (5) Expense of any additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

**FLEWELLING & MOODY INC.**  
**SCHEDULE OF BILLING RATES - 2025**

Managing Principal	\$330.00
Principal	\$290.00
Associate Principal	\$275.00
Managing Architect	\$225.00
Senior Design Architect	\$210.00
Architect II	\$200.00
Architect I	\$190.00
CASp Services	\$270.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$180.00
CA Field Representative I	\$165.00
Job Captain	\$175.00
Senior Designer	\$160.00
Designer II	\$140.00
Designer I	\$120.00
CADD III	\$135.00
CADD II	\$125.00
CADD I	\$115.00
Senior Tech Assistant	\$125.00
Tech Assistant II	\$110.00
Tech Assistant I	\$105.00
Secretary III	\$100.00
Secretary II	\$90.00
Secretary I	\$80.00

*Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.*

**SERVICES AND EXPENSES:**

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Reproductions  
Plotting (required deliverables)  
Scanning  
Travel (in excess of 100 miles)  
Photocopying  
Subsistence  
Sub-Consultants

Governmental or County fees will have an assessment of 20% markup.

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-80– Frog Environmental (Hubbard/Bennett)**

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Frog Environmental will conduct the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) for the Oxnard School District's Transportation facility during the 2025–2026 fiscal year. The scope of services will include updates to the Storm Water Pollution Prevention Plan (SWPPP) based on a thorough review of sampling data, visual observations, and inspection records. Additionally, Frog Environmental will provide laboratory and sampling services, complete and submit the 2025–2026 Level 2 Technical Report, and deliver ongoing storm water monitoring services to ensure regulatory compliance and environmental stewardship.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$5,616.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Facilities, and the Chief Information Officer, that the Board of Trustees approve Agreement #25-80 with Frog Environmental.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement 25-80, Frog Environmental \(4 Pages\)](#)  
[Statement of Work \(3 Pages\)](#)



## 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



THIS IS NOT AN INVOICE

965 E Willow Street  
Signal Hill California 90755

## STATEMENT OF WORK

### Billing Address

#### Oxnard School District

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030-7442

Estimate #

**EST-003202**

### Facility Address

516 West Wooley Rd  
Oxnard, CA 930307442  
WDID: 4 561017854

### Estimate Date

May 06, 2025

### Subject :

2025-2026 Stormwater Year

#	Item & Description	Qty	Rate	Amount
1	<p><b>IGP Basic Monitoring</b></p> <ul style="list-style-type: none"><li>• Provide Monitoring Plan – includes compliance forms, sampling instructions, and pertinent guidance for meeting reporting requirements</li><li>• Perform facility visual observations, inspections, and site assessments throughout the year – includes comprehensive BMP evaluations, compliance assessments, and electronic report of findings</li><li>• Records audit of the facility's required permit and monitoring documents</li><li>• Monitoring Specific Training on performing required observations, form completion, BMP implementation, storm event preparation, sampling, and applicable IGP training as needed</li><li>• SMARTS management - account setup and administrative support such as uploading plans, sample results*, and required reports</li><li>• Rain Alerts</li><li>• Basic SWPPP updates are included for SWPPPs written by Frog</li></ul> <p>*\$75 applicable, per event, when a client uses their own lab and Frog uploads the results in Frog's proprietary system to properly track and for the upload into SMARTS.</p> <ul style="list-style-type: none"><li>• Annual Report</li><li>• Annual Comprehensive Facility Compliance Evaluation (ACFCE) - inspection of potential pollutant sources and drainage areas; implemented BMPs and effectiveness; review of Observations, storm water samples, and all compliance records; assessment of overall compliance</li><li>• Completion of Report on SMARTS summarizing annual compliance which may require explaining non-compliance and facility specific circumstances, making HUC-10 or TMDL pollutant determinations, and conducting additional research for proper completion</li><li>• Report completed by the regulatory deadline - July 15th of each reporting</li></ul>	1	2,784.00	2,784.00

THIS IS NOT AN INVOICE. THIS IS A QUOTE FOR SERVICES

Frog Environmental | 965 E Willow St, Signal Hill, CA 90755 | [www.frogeenv.com](http://www.frogeenv.com)

#	Item & Description	Qty	Rate	Amount
	<p>year</p> <p>Summary of Service: Annual Training, Monthly Observations (as applicable), BMP recommendations, Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation), Annual Report, SMARTS oversight, Sample Management. This service is an Auto-Renewal service</p> <p>Billing: The invoicing term is concurrent with the Storm Water Year which is July 1st to June 30th. Invoicing occurs bi-annually on July 1st and January 1st of each year except for sampling, which is invoiced separately. Payment is due upon receipt and applicable terms.</p>			
2	<p><b>Sampling Service- Basic</b></p> <p>Up to four (4) samples are required. Regardless of the quantity of samples, each will result in a separate billing for applicable services.</p> <ul style="list-style-type: none"> <li>• Client performs storm event sampling and utilizes Frog for sample pick-up, quality control, delivery to lab for analysis, interpretation of results, and SMARTS reporting.</li> <li>• Frog provides sampling supplies, required forms, rain alerts, training, and guidance.</li> <li>• Number of points and additional parameters may be amended based on SWPPP requirements.</li> <li>• Additional charges may apply if Client requires assistance for SMARTS uploading.</li> <li>• This is an Auto-Renewal service</li> </ul> <p>Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters: None</p> <p>\$708 total per event (\$236 per point)</p> <p>Sample Upload Administrative Fee: \$75 applicable, per event, when a client uses their own lab and Frog uploads the results in Frog's proprietary system to properly track and for the upload into SMARTS.</p> <p>Sample Attempt Fee: \$125 applicable (only applies if Frog is contracted to sample for you) if Frog arrives for a collection but is unable to collect a sample because the facility is locked, can't gain access, etc. You will not be billed if we mobilize, and the rain doesn't happen.</p>	4 point	708.00	2,832.00

This is an ESTIMATE for the services or products listed above. Upon your acceptance of this ESTIMATE, an Invoice will be created and emailed for payment. Please do NOT submit payment until you have received an Invoice for services or products.

Estimates are valid for 30 days unless otherwise stated above.

Sub Total 5,616.00

**NOT AN INVOICE-  
Estimated Total \$5,616.00**

## TERMS & CONDITIONS

This Statement of Work (SOW) is agreed to in accordance with the Terms and Conditions stated within the Master Service Agreement (MSA). The SOW and MSA constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-81 – 7 Mindsets (Fox/Nocero)**

---

7 Mindsets will deliver virtual training to Oxnard School District staff, focusing on lessons and modules designed to enhance Social-Emotional Learning (SEL) for students in grades K–8. The training will also include Tier 2 support modules, specifically developed as alternatives to suspension for students in grades 5–8.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$15,000.00 – LCFF Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Pupil Services and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-81 with 7 Mindsets.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-81, 7 Mindsets \(4 Pages\)](#)  
[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
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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Quote Number 00012320  
Quote Date 4/14/2025  
Expiration Date 7/31/2025

Prepared By Gabe Fedota  
Email gabe.fedota@7mindsets.com

#### CONTACT INFORMATION

Contact Name Jodi Nocero  
Contact Email [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org)

Prepared For: Oxnard School District  
Bill To 1051 S A St  
Oxnard, CA 93030  
United States

#### Notes

Quote Notes: Provides virtual professional development for up to 10 school sites.

#### Terms

License Start Date 7/1/2025  
Subscription Terms 1 Year Subscription  
Payment Type Billed Upfront

License End Date 6/30/2026  
Payment Terms Net 30

Product	Product Description	Quantity	Total Price
Professional Development Series	BASE Education Professional Development Series	10.00	\$15,000.00

Grand Total \$15,000.00

**License** applies to the following School(s) or Group(s)

#### Product Terms & Definitions

##### Subscription Services Terms

The subscription Services are delivered under a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license, subject to the Terms and Conditions on the Agreement between 7 Mindsets and the Purchaser. The number of license and applicable feed will be specified in the Order Form. The Purchaser's access to the use of the Service is permitted during the Term of the license. The License Start and End dates for the Subscription Services are listed in the above terms. Renewal notifications will be sent to the Customer sixty (60) days before the License End Date, and invoices will be generated within thirty (30) days of the License End Date.



#### Professional Development Terms

7 Mindsets and affiliates Professional Development includes both Onsite and Virtual Training and Implementation Services. The scope and delivery date(s) for Professional Development will be determined during the initial implementation process, unless previously agreed upon and referenced in the notes section of the Order Form. The terms and conditions governing the Subscription Services and Professional Development are available in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and the Terms of Use [7 Mindsets Terms of Use.pdf](#) respectively

#### Binding Agreement

This Order Form serves as a binding legal agreement between the Purchaser and 7 Mindsets and its affiliates and incorporates the terms of the Master Subscription agreement available at <https://www.7mindsetsportal.com/agreement.pdf>. By signing the Order Form, the Purchaser acknowledges and agreed to be bound by the terms and conditions set forth in the Agreement and this Order Form. The signatory for the Purchaser certifies that they have the authority to sign this Agreement and Order Form on behalf of the Purchaser and that they have read, understood, and will comply with the Agreement and this Order Form. The payment terms for both the Subscription Services and the Professional Development services, stating that payment is due within (15) days from the invoice date. This Order Form, together with the Agreement and any other executed Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, representations, and discussions related to this subject matter.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and Terms of Use [7 Mindsets Terms of Use.pdf \(7mindsetsportal.com\)](#)

#### Sales and Use Tax

Sales and Use Tax will be applicable based on taxable sales and customer tax exemption status.

#### Purchasing Terms & Approval

Purchase Orders (PO) may be sent directly to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com).  
If applicable, please include current tax exempt form.

If a Purchase Order (PO) is **NOT** required, please **Sign Below** and an invoice will be generated and sent via email.

Invoice Instructions

School or District:

Attention:

Special Instructions (Reference PO or Requisition Number, etc):



7 Mindsets Academy, LLC  
60 King Street  
Roswell, GA 30075  
(678) 878-3144  
[www.7mindsets.com](http://www.7mindsets.com)  
**QUOTE**

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Email:

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#### Customer Approval

Upon signature by Customer and submission to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com), the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-82 - Mind Growers (DeGenna/Jefferson)**

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Mind Growers will provide a Cognitive Coaching professional development initiative tailored for the Special Education Department. This program is designed to empower certificated staff—including School Psychologists and Administrators—with advanced coaching methodologies that promote self-directed learning, strengthen problem-solving abilities, and enhance communication within educational teams.

In collaboration with Mind Growers, led by Dr. Alejandro Segura-Mora, the initiative will deliver Cognitive Coaching Seminars grounded in Adult Learning Theory. These seminars are structured to cultivate educators' cognitive capacities through intentional and reflective professional dialogue. Participants will engage in strategies focused on planning, reflection, and effective problem resolution.

The professional development will span eight training days, providing a comprehensive framework to build staff competencies in fostering autonomy in learning, improving team collaboration, and meeting the diverse needs of learners. This initiative directly supports the district's strategic priorities by enhancing instructional practices and nurturing a culture of ongoing learning and growth.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$40,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-82 with Mind Growers.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-82, Mind Growers \(4 Pages\)](#)  
[Proposal \(4 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

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Purchase Order Number

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Provider

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E-mail Address

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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

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Total not to Exceed

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☐ W-9 received

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  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
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☐ 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.

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

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- 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.
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  - 3) Waiver of subrogation: CG 24 04 05 09
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- 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.
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**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.

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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

## Alejandro Segura-Mora, Ph.D.

*Cognitive Coaching<sup>SM</sup> & Adaptive Schools<sup>SM</sup> Training Associate, &  
Mentor for Developing Trainers*

PO BOX 1094, Claremont, California 91711

ale@mindgrowers.com

www.mindgrowers.com

(626) 862-1904



# MIND GROWERS

### **PROFESSIONAL SERVICES PROPOSAL COGNITIVE COACHING SEMINARS® FOUNDATION TRAINING OXNARD SCHOOL DISTRICT, 2025**

The mission of Cognitive Coaching<sup>SM</sup> is to produce self-directed persons who are complex thinkers, inquirers, and collaborators. Cognitive Coaching<sup>SM</sup> enhances individual and group efficacy. Research indicates that work in education is a complex intellectual activity, and that individuals who think at higher levels are more adaptive and flexible, better problem-solvers, and experience higher achievement. Cognitive Coaching<sup>SM</sup> is unique in that it is *not* focused on changing overt behaviors; instead, it attends to the internal thought processes of teaching and leading as a way to improve learning for all. Behaviors change as a result of refined perceptions and cognitive processes.

The Cognitive Coaching<sup>SM</sup> training is highly engaging, interactive, and employs a research-based professional development model rooted in Adult Learning Theory. Our seminars are designed to enhance learning leaders' capacity and capabilities related to the following skills:

#### **SCOPE AND SEQUENCE:**

##### **DAY ONE**

##### **Outcomes**

- Understanding of the essence of Cognitive Coaching<sup>SM</sup>
- Increased consciousness and craftsmanship in applying interpersonal communication skills to develop trust and rapport
- Understanding of the power of a structured professional conversation

##### **Agenda**

- Cognitive Coaching<sup>SM</sup> is . . .
- Trust and Rapport
- The Planning Conversation

## **DAY TWO**

### **Outcomes**

- Internalized planning conversation map
- Expanded and refined skills and repertoire of response behaviors (pausing, paraphrasing)
- Understanding of four capabilities for refining coaching skills

### **Agenda**

- CC Research
- CC Capabilities
- Response Behaviors
  - Paraphrasing
  - Pausing
- The Planning Conversation

## **DAY THREE**

### **Outcomes**

- Understanding of the Reflecting Conversation Map
- Increased automaticity with the essential coaching pattern of pausing, paraphrasing, and probing or inquiring
- Increased consciousness and skills in asking mediative questions

### **Agenda**

- Review and Integration
- Posing Mediative Questions
- The Reflecting Conversation Map

## **DAY FOUR**

### **Outcomes**

- Internalized Reflecting Conversation Map
- Understanding of Cognitive Coaching<sup>SM</sup> as one of four support functions
- Understanding of the role of data in mediating thinking

### **Agenda**

- Five Categories of Feedback
- Using Data to Mediate Thinking
- Reflecting Conversations with a Meta-Coach

## **DAY FIVE**

### **Outcomes**

- Integration of the maps and tools from Part 1
- Understanding of own and others' style preferences

**Agenda**

- Review and Reflection
- Filters of Perception
  - Cognitive Style
  - Educational Belief Systems

**DAY SIX****Outcomes**

- Detection and mediation of cognitive shift
- Refined mediation skills and coaching capabilities
- Extended coaching skills to mediate self-directed learning in others when they are struggling with a problem

**Agenda**

- Cognitive Shift
- The Problem-Resolving Map

**DAY SEVEN****Outcomes**

- Fluency with the tool cluster of pacing
- Enhanced personal acuity, ways of attending, listening, and responding
- Refined coaching skills in crafting mediational questions

**Agenda**

- The Pace
- Going for the Goal
- Listening for States of Mind
- Crafting Targeted Questions/States of Mind Graffiti

**DAY EIGHT****Outcomes**

- Internalized problem-resolving map
- Fluency with the tool cluster of leading
- Integrated maps and tools of Cognitive Coaching<sup>SM</sup>

**Agenda**

- The Lead
- Pacing and Leading

**FORMAT:**

- 8 Days of Cognitive Coaching Seminars® Foundation Training
- For up to 40 participants

**DATES:**

Days 1-3: August 13-15, 2025

Days 4-6: August 20-22, 2025

Days 7-8: August 28-29, 2025

**COMPENSATION:****FLAT FEE OF \$40,000 (FORTY THOUSAND DOLLARS)**

- 8 Days of Cognitive Coaching Seminars® Foundation Training at \$5,000.00 dollars per training day
- Consultant flat fee includes all consultant travel expenses associated with carrying out the agreement. **Oxnard School District** will not reimburse consultant for any travel expenses.

**Oxnard School District** will need to purchase a Cognitive Coaching Seminars® Foundation Training *Learning Guide* for each training participant directly from Lisa Joseph at Thinking Collaborative, (303) 683-6146 / (303) 601-7542 / ccclj@aol.com, at \$45.00 per copy plus shipping.

**Invoicing:** Mind Growers will invoice **Oxnard School District** on a monthly basis for rendered services.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-86 – Ventura County Office of Education - Vision Specialist Services (DeGenna/Jefferson)**

---

Ventura County Office of Education (VCOE) will provide Vision Impaired (VI) Services two days per week to eligible students in the Oxnard School District. These specialized services are designed to support students with visual impairments by ensuring they receive the appropriate educational accommodations and instruction as outlined in their Individualized Education Programs (IEPs). VCOE will conduct comprehensive assessments to determine each student's visual needs and recommend suitable accommodations and services. Certified VI Specialists will deliver direct instructional support, helping students develop critical skills such as braille literacy, functional vision use, and proficiency with assistive technology.

In addition, VCOE will offer consultation services to classroom teachers, instructional aides, and special education staff to support the integration of VI strategies within the general education environment. Recommendations for classroom modifications, adaptive tools, and visual aids will be provided to create accessible learning spaces. VI Specialists will also participate in IEP meetings to review student progress, update educational goals, and adjust service levels as necessary. These services will be delivered on an "as needed" basis throughout the school year and reflect the district's commitment to educational equity and academic success for students with visual impairments.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$80,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-86 with Ventura County Office of Education - Vision Specialist Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-86, Ventura County Office of Education - Vision Specialist Services \(3 Pages\)](#)



## INTER-DISTRICT SERVICES AGREEMENT for Vision Specialist Services

This Services Agreement (the "Agreement") is made and entered into 07/01/2025 by and between  
(Date)

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

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

Oxnard School District

LEA

1051 South A. Street

Street Address

Oxnard, CA 93030

City, State, Zip code

Danielle Jefferson

Contact Name

805-385-1501 x2175

Contact Telephone Number

djefferson@oxnardsd.org

Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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

## Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

### Indemnification.

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

### Insurance.

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

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

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

### Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear

VCOE Department Administrator



VCOE Signature

6.20.25

Date

Lisa Cline

VCOE Executive Director Internal Business Services



VCOE Signature

5.22.25

Date

### Local Educational Agency Approval

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

**Term (required).** The term of this Agreement shall commence on 07/01/2025 and terminate on 06/30/2026. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services	\$ <u>80,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

VCOE will provide Vision Specialist Services to LEA 2 day a week.

**WORK SCHEDULE (if applicable):**

To be determined.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-87 – Ventura County Office of Education/SELPA - Physical Therapy Services (DeGenna/Jefferson)**

---

Ventura County Office of Education (VCOE) will provide SELPA Physical Therapy Specialist Services to eligible students within the Oxnard School District. These services are designed to support the motor development and physical needs of students as outlined in their Individualized Education Programs (IEPs). VCOE will conduct comprehensive assessments to evaluate students' physical and motor skills and recommend appropriate, targeted interventions. Direct therapy services will include both individual and group sessions aimed at enhancing mobility, coordination, strength, and the functional skills necessary for academic engagement.

VCOE will also offer consultation and collaboration with classroom teachers, aides, and special education staff to ensure therapeutic strategies are effectively integrated into the educational environment. As part of the service, Physical Therapy Specialists will assess the need for adaptive equipment, positioning tools, and environmental modifications to promote safe and accessible learning spaces. They will also participate in IEP meetings, provide regular progress updates, and modify therapy goals based on each student's progress and evolving needs. These services will be delivered on an "as needed" basis throughout the academic year to support student access and success.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$133,500.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-87 with Ventura County Office of Education/SELPA - Physical Therapy Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-87, Ventura County Office of Education/SELPA - Physical Therapy Services \(3 Pages\)](#)

**INTER-DISTRICT SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into 4/29/25 by and between  
(Date)

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

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

Oxnard School District

LEA

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

Danielle Jefferson

Contact Name

805-385-1501

Contact Telephone Number

djefferson@oxnardsd.org

Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

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

**Insurance.**

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

*Joanna Della Gatta*

VCOE Department Administrator

*[Signature]*

VCOE Signature

*3/12/25*

Date

*Lisa Cline*

VCOE Executive Director Internal Business Services

*Lisa Cline*

VCOE Signature

*5-22-25*

Date

**Local Educational Agency Approval**

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

LEA Special Education Administrator

Signature

Date

STATEMENT OF WORK

**Term (required).** The term of this Agreement shall commence on 7/1/25 and terminate on 6/30/26. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services based on Estimated Hours/Week:	<u>25.8</u> <i>mt</i>	\$ <u>133,500.00</u>
Other Ancillary Cost or fees, as applicable		\$ _____
Total not to Exceed		\$ _____

**DESCRIPTION OF WORK (required):**

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

Services may include:

- \*Part C - (0-2 year olds)
- Direct services to infants and toddlers with solely low incidence disabilities
- Consultation to other eligible infants and toddlers

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. This estimate is based on the known services and costs as of April 2025. Should the LEA request additional assessments, IEP Meetings, LEA Meetings, etc., the actual costs will increase. The cost is billed quarterly and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy services provided by Ventura County SELPA for the 2025-2026 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2025-2026 financial books are closed.

\*The Part C services are paid for by our Early Start Grant, to our four participating Infant districts. If you have a student in one of the provider district's Early Start Program, services will be provided at no cost to your district.

**WORK SCHEDULE (if applicable):**

SELPA Physical Therapy Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-88 - Ventura County Office of Education/ SELPA – Orientation and Mobility Specialist Services (DeGenna/Jefferson)**

---

Ventura County Office of Education (VCOE) will provide SELPA Orientation & Mobility (O&M) Specialist services to support Special Education students in the Oxnard School District. These services will be offered as a 10- to 11-month program, starting with the Extended School Year (ESY) in July and continuing through the end of the school year in June.

Orientation & Mobility (O&M) Specialists, who are certified employees of VCOE, play a crucial role in assisting students with visual impairments to develop the skills necessary for independent navigation and spatial awareness. Their work is essential in ensuring that students can fully participate in their educational environments. The specialists will conduct thorough assessments to evaluate each student's specific mobility and orientation needs and provide consultations with classroom staff to ensure they are equipped to support the student's mobility and spatial awareness. They will also deliver direct O&M services tailored to each student's Individualized Education Program (IEP). Additionally, the specialists will participate in IEP meetings to share updates on the student's progress, adjust goals as needed, and recommend further support strategies.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$49,900.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-88 with Ventura County Office of Education/SELPA - Orientation and Mobility Specialist Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-88, Ventura County Office of Education - Orientation and Mobility Specialist Services \(3 Pages\)](#)

**INTER-DISTRICT SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into 4/24/25 by and between  
(Date)

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

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

Oxnard School District

LEA

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

Danielle Jefferson

Contact Name

805-385-1501

Contact Telephone Number

djefferson@oxnardsd.org

Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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



STATEMENT OF WORK

**Term (required).** The term of this Agreement shall commence on 7/1/25 and terminate on 6/30/26. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services based on Estimated Hours/Week:	<u>8.4</u>	\$ <u>49,900.00</u> <i>kal</i>
Other Ancillary Cost or fees, as applicable		\$ _____
Total not to Exceed		\$ _____

**DESCRIPTION OF WORK (required):**

SELPA Orientation & Mobility Specialists are certificated employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

\*Part C - (0-2 year olds)

- Direct services to infants and toddlers with solely low incidence disabilities
- Consultation to other eligible infants and toddlers

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. This estimate is based on the known services and costs as of April 2025. Should the LEA request additional assessments, IEP Meetings, LEA Meetings, etc., the actual costs will increase. The cost is billed quarterly and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Orientation & Mobility services provided by Ventura County SELPA for the 2025-2026 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2025-2026 financial books are closed.

\*The Part C services are paid for by our Early Start Grant, to our four participating Infant districts. If you have a student in one of the provider district's Early Start Program, services will be provided at no cost to your district.

**WORK SCHEDULE (if applicable):**

SELPA Orientation & Mobility Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-89 - Ventura County Office of Education/SELPA – Home & Hospital Instructional Teaching Services (DeGenna/Jefferson)**

---

Ventura County Office of Education/SELPA provide Home/Hospital Instructional Teaching services on an as-needed basis to support eligible students in the Oxnard School District who are unable to attend regular school sessions. These services will be flexible, ensuring that the academic needs of students receiving specialized education are met in alignment with their Individualized Education Programs (IEPs).

This initiative reflects the district's dedication to offering equitable educational opportunities and maintaining academic continuity for all students, regardless of their instructional setting.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

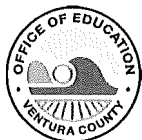
Not to Exceed: \$32,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-89 with Ventura County Office of Education/SELPA – Home & Hospital Instructional Teaching Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-89, Ventura County Office of Education/SELPA - Home & Hospital Instructional Teaching Services \(3 Pages\)](#)



OSD AGREEMENT #25-89

**INTER-DISTRICT SERVICES AGREEMENT  
for Home/Hospital Instruction**

This Services Agreement (the "Agreement") is made and entered into 07/01/2025 by and between  
(Date)

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

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

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

Danielle Jefferson  
Contact Name  
805-385-1501 x2175  
Contact Telephone Number  
djefferson@oxnardsd.org  
Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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

## Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

### Indemnification.

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

### Insurance.

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

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

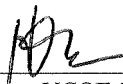
**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have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

### Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear

VCOE Department Administrator



VCOE Signature

5-20-25

Date

Lisa Cline

VCOE Executive Director Internal Business Services



VCOE Signature

5-22-25

Date

### Local Educational Agency Approval

Melissa Reyes, Director, Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

**Term (required).** The term of this Agreement shall commence on 07/01/2025 and terminate on 06/30/2026. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services	\$ <u>32,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

VCOE will provide Home/Hospital Instructional Teaching on an as needed basis.

**WORK SCHEDULE (if applicable):**

To be determined.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-90 – Meathead Movers (Fox/Shea)**

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Meathead Movers will provide professional moving services to assist with the phased construction projects at Rose Avenue, McAuliffe, and Ritchen Elementary Schools. These services will include packing, transporting, and setting up classroom furniture, equipment, and materials as rooms are moved to temporary or permanent locations. The work will be coordinated with the construction phases to minimize disruption and will be carried out with care, adhering to district safety standards. An MOU with CSEA authorizes the completion of this work by an outside vendor.

Terms of Agreement: June 19, 2025 through August 18, 2025

#### **FISCAL IMPACT:**

\$32,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-90 with Meathead Movers.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-90, Meathead Movers \(4 Pages\)](#)  
[Proposal \(2 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

**Oxnard School District**



May 19, 2025

Proposal for OSD Summer moves at Rose Ave, McAuliffe, and Ritchen Schools

**Proposal for Professional Moving Services**

**Project description:**

Meathead Movers will assist with the moving of classrooms for the Oxnard School District at Rose Ave. Elementary, McAuliffe Elementary, and Ritchen Elementary. For Rose Ave, we will be moving the classrooms to the new school site. For McAuliffe and Ritchen, some classrooms will be moved to their new permanent rooms, some moved into storage. More details for each school below.

**Rose Ave- \$12,000**

Rose Ave. will be moving to the new school site next door. Quote is based off moving 28 classrooms worth of boxes, not taking the furniture from the classrooms. We will also be moving the boxes from the library, furniture and possibly a couple refrigerators from the cafeteria, and for the office we will plan on moving both desks and boxes.

**McAuliffe - \$10,000**

McAuliffe will have 25 classroom moves through at least 2 different stages. Some classrooms are going into storage; some are going into their new classrooms; some are going into their temporary classrooms. At the time this quote was created, it is unknown if we are moving only boxes for these classrooms, or boxes and desks/chairs as well. Quote made under the assumption that we will move approximately 25 desk/chair set ups for half the classrooms. If it is determined that we will move either significantly more or significantly furniture, the price is subject to change

**Ritchen - \$10,000**

Ritchen will have 24 classrooms moving through at least 2 different stages. Similar to McAuliffe, some classrooms will be going into storage, some will go into their temporary classrooms, some will go into their permanent classrooms. All moving will be done onsite and, like McAuliffe, this quote is done under the assumption we will be moving approximately 25 desk/chair set ups for half the classrooms. Any major deviations from that render the quote subject to change.



**Defined Scope of Work (Moving Services):**

- Meathead Movers will arrive at 9:00am
- The crew will conduct a walkthrough with the onsite representative before beginning beginning.
  - o The crew will disassemble any items that need to be, provided they do not require any specialty tools or training.
  - o Meathead Movers cannot disconnect fixtures (defined as any pieces secured to the building itself)
  - o Please note the crew cannot move select items:
    - Combustible Materials
    - Anything living
    - Weapons and ammunition
- The crew will meet representative at destination and begin unloading.
  - o Items will be reassembled and arranged as instructed.
  - o Boxes will be distributed as instructed.
- Payment is due 15 days after the completion of the service

For purposes of providing a fixed price, the price will not change unless there are significant changes to the scope of work and new price will be agreed upon before anything changes.

The portion of the move spent driving between the pickup and drop-off locations will be doubled. (ie if it

All Meatheads (Movers) and Mentors (Team Leaders) are trained to work quickly and efficiently. We require them to jog when not carrying items in their hands. As well, they are graded by you at the end of each move day. This Report Card has direct impact upon their raises and bonuses.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Ratification of Amendment #1 to Agreement #24-87 – Ventura County Office of Education/SELPA – Physical Therapy Services (DeGenna/Jefferson)**

---

At the August 7, 2024 Board Meeting, the Board of Trustees approved Agreement #24-87 with Ventura County Office of Education for the provision of Physical Therapy services in the amount of \$77,200.00.

An Amendment (#1) in the amount of \$5,500.00 is required to correct an error in the original cost estimate provided by VCOE's Physical Therapy department.

With this amendment, the revised total agreement amount for the 2024–2025 fiscal year is \$82,700.00.

#### **FISCAL IMPACT:**

\$5,500.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #24-87 with Ventura County Office of Education/SELPA - Physical Therapy Services.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #24-87, Ventura County Office of Education, Physical Therapy \(3 pages\)](#)

**AMENDMENT #1 TO AGREEMENT # 24-87 with  
Ventura County Office of Education - Physical Therapy  
June 4, 2025**

At the Board Meeting of August 7, 2024, the Board of Trustees approved Agreement #24-87 with VCOE to provide Physical Therapy services in the amount of \$77,200.00.

Amendment # 1 in the amount of \$5,500.00 is needed to adjust the original contract amount as a mistake was discovered by VCOE PT on their estimate.

The revised total agreement amount for the 2024-2025 fiscal year is \$82,700.00.

**VENTURA COUNTY OFFICE OF EDUCATION PHYSICAL THERAPY:**

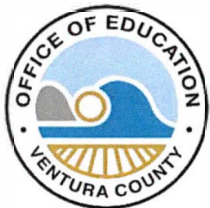
By: \_\_\_\_\_  
Lisa Cline, Executive Director, Internal Business

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

**OXNARD SCHOOL DISTRICT:**

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

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



## ADDENDUM TO CONTRACT

District: Oxnard School District

Contract Number: SELPA25-072A

Contract Period: July 1, 2024 – June 30, 2025

Effective Date of Addendum: January 1, 2025

### ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

This is an addendum to the total costs of PT Services being provided by VCOE to the District.

Original estimated addendum amount: \$77,200.00

Amount of estimated increase: \$5,500.00

New contract estimated amount: \$82,700.00

All other original terms and conditions of the contract remain the same.

  
\_\_\_\_\_  
Executive Director, SELPA

Dated: 4/7/25

  
\_\_\_\_\_  
Executive Director, Internal Business Services

Dated: 4-10-25

\_\_\_\_\_  
Signature – District Special Education Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature – Director, Purchasing

Dated: \_\_\_\_\_



## INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/07/2024 by and between  
(Date)

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

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

Oxnard School District

LEA

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

Danielle Jefferson

Contact Name

805-385-1501

Contact Telephone Number

djefferson@oxnardsd.org

Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

#### Indemnification.

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

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

<u>Nick Vargas</u>	<u>[Signature]</u>	<u>5-29-24</u>
VCOE Department Administrator	VCOE Signature	Date
<u>Lisa Cline</u>	<u>[Signature]</u>	<u>6-10-24</u>
VCOE Executive Director Internal Business Services	VCOE Signature	Date

**Local Educational Agency Approval**

<u>Melissa Reyes</u>	<u>[Signature]</u>	<u>8/12/24</u>
LEA Business Office Administrator	Signature	Date

### STATEMENT OF WORK

**Term (required).** The term of this Agreement shall commence on 07/01/2024 and terminate on 06/30/2025. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services (see below)	\$ <u>77,200.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Physical Therapy Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy services provided by Ventura County SELPA for the 2024-2025 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2024-2025 financial books are closed.

\*Please note: Part C PT services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The PT needs of your infant program shall not be included in your response on this form.

**WORK SCHEDULE (if applicable):**

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

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

### **Approval of the Revised Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year (Carroll)**

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The revised 2024-25 employee compensation and salary schedules for Certificated and Classified Management and Confidential employees are being presented to the board for review and approval. This item assures a formal record of the board's approval of the established and revised compensation salary schedules for the 2024-25 school year as follows:

- 2% on-schedule salary increase, retroactive to July 1, 2024

#### **FISCAL IMPACT:**

- Fiscal impact:
  - **\$360,585 for 2024/25 fiscal year**
  - **\$191,708 for 2025/26 fiscal year**
- Funding Source:
  - **General Fund, restricted and unrestricted sources.**

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised 2024-25 Compensation/Salary Schedules, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-25 Certificated Management Salary Schedule- Effective 2024-07-01 \(3 pages\)](#)  
[2024-25 Classified Management Salary Schedule - Effective 2024-07-01 \(2 pages\)](#)  
[2024-25 Confidential Salary Schedule - Effective 2024-07-01 \(1 page\)](#)

## CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM 2024-25

(effective 07/01/2024)

**2% increase retroactive to 07/01/2024; Board Approved 06/04/2025**

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

<b>Position</b>	<b>Work Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Director, Certificated Human Resources	222	\$ 152,571 \$ 687.26	\$ 166,295 \$ 749.08	\$ 181,265 \$ 816.51
Director, Enrichment & Specialized Programs				
Director, Pupil Services				
Director, School Performance & Student Outcomes				
Director, Special Education				
Director, Teaching & Learning				
Manager, Equity, Family & Community Engagement	222	\$ 131,095 \$ 590.52	\$ 142,887 \$ 643.63	\$ 155,748 \$ 701.57
Manager, Federal and State Grants				
Manager, Mathematics & Physical Education				
Manager, Special Education				
Manager, Special Programs				

**Per Ed Code, 44931;** whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,918
9th Year: \$	3,835
12th Year: \$	5,753
15th Year: \$	7,670
18th Year: \$	9,588
21th Year: \$	11,504
24th Year: \$	13,422

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

(effective 07/01/2024)

**2% increase retroactive to 07/01/2024; Board Approved 06/04/2025**

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:** Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a "salary schedule" as the District will pay for their expertise and competence from the outset. There is no need for additional "steps" as the District's policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District's interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments, with eleven (11) monthly installments and one (1) summer pay installment. The first installment will be paid on the last business day of August, and subsequent installments will be paid on the last business day of each month.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

<i><b>Position</b></i>	<i><b>Work Days</b></i>	<i><b>Daily Rate</b></i>	<i><b>Annual Salary</b></i>
Master Principal, Middle School/K-8	215	\$ 810.92	\$ 174,348
Master Principal, Elementary School	210	\$ 768.63	\$ 161,412
Master Assistant Principal, Middle School/K-8	210	\$ 701.54	\$ 147,323
Master Assistant Principal, Elementary School	205	\$ 701.54	\$ 143,816
Principal, Middle School/K-8	215	\$ 768.62	\$ 165,254
Principal, Elementary School	210	\$ 710.52	\$ 149,210
Assistant Principal, Middle School/K-8	210	\$ 685.66	\$ 143,989
Assistant Principal, Elementary School	205	\$ 685.66	\$ 140,560

**Stipend for Doctorate:** An annual stipend of \$1,000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** Stipend for Bilingual Administrator: An annual stipend of 2% of the site administrator's base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtest III, of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM 2024-25

Per Ed Code, 44931; whenever a permanent certificated employee is reemployed within 39 months of separation, their qualifying out of district experience will be counted

**Anniversary increments** shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year: \$	1,918
9th Year: \$	3,835
12th Year: \$	5,753
15th Year: \$	7,670
18th Year: \$	9,588
21th Year: \$	11,504
24th Year: \$	13,422

**Credit for Out of District Management Experience:** Certificated Management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits.** Effective July 1, 2025, the District will make an annual contribution of \$16,024 for all Certificated Management toward the premium for all group health insurance programs. For the 2025-26 school year, there is a temporary cap increase of \$947, made possible by savings from opt-out funds, for a temporary annual cap of \$16,971

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** For any Certificated Manager employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Certificated Managers hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate. An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

# OXNARD SCHOOL DISTRICT

## CLASSIFIED MANAGEMENT SALARY SCHEDULE

### 2024-2025

(effective 07/01/2024)

**2% increase retroactive to 07/01/2024; Board Approved 06/04/2025**

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position. A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<b>Position</b>	<b>Work Year</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Chief Information Officer	12 Months	\$ 153,825	\$ 167,670	\$ 182,760
Director of Classified Human Resources	12 Months	\$ 148,188	\$ 161,525	\$ 176,062
Director of Fiscal Services				
Director of Facilities	12 Months	\$ 135,953	\$ 148,189	\$ 161,526
Director of Communication and Public Engagement	12 Months	\$ 123,593	\$ 134,717	\$ 146,841
MEP Maintenance & Energy Programs Manager	12 Months	\$ 123,058	\$ 134,133	\$ 146,205
Director of Purchasing	12 Months	\$ 116,597	\$ 127,091	\$ 138,529
Mental Health Manager				
Senior Manager, Maintenance & Operations	12 Months	\$ 112,415	\$ 122,532	\$ 133,560
Director of Child Nutrition Services	12 Months	\$ 110,369	\$ 120,303	\$ 131,130
Human Resources Manager	12 Months	\$ 109,871	\$ 119,759	\$ 130,538
Information Technology Manager				
Risk Manager				
Director of Transportation	12 Months	\$ 104,167	\$ 113,542	\$ 123,760
Accounting Manager/Internal Auditor	12 Months	\$ 93,348	\$ 101,749	\$ 110,907
Executive Assistant to the Superintendent				
Senior Human Resources Analyst				
Web Content Analyst				
Enrollment Center Manager	12 Months	\$ 89,679	\$ 97,750	\$ 106,548
Warehouse Manager	12 Months	\$ 82,374	\$ 89,787	\$ 97,868
Custodial Services Manager	12 Months	\$ 80,700	\$ 87,963	\$ 95,879
Grounds Manager				
Maintenance Manager				
Assistant Director of Child Nutrition Services	12 Months	\$ 77,710	\$ 84,704	\$ 92,328

**Anniversary increments:** Shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. These increments are set at the dollar values shown below. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.

6th Year:	\$ 1,918
9th Year:	\$ 3,835
12th Year:	\$ 5,753
15th Year:	\$ 7,670
18th Year:	\$ 9,588
21th Year:	\$ 11,504
24th Year:	\$ 13,422

**OXNARD SCHOOL DISTRICT  
CLASSIFIED MANAGEMENT SALARY SCHEDULE  
2024-2025**

**Stipend for Doctorate:** An annual stipend of \$1,000 shall be granted to management staff with an earned doctorate degree.

**Travel Mileage Allowance:** Classified management positions shall receive a yearly stipend of \$750 as a travel mileage allowance, which is provided as part of their duties for attending travel within the district boundaries.

**Credit for Out of District Management Experience:** Classified management personnel will receive one-half longevity credit for management experience in other Local Educational Agencies (LEAs). This credit is only applicable to anniversary increments.

When an employee is promoted to a position offering a higher annual salary maximum, the employee shall be placed on the salary step of that corresponds to a per diem rate increase. The Board of Trustees retains the authority to approve placement up to and including the third step based on acceptable and equivalent prior experience.

**Vacation Days:** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days
Years 1-3	22
Years 4-7	23
Years 8-11	24
Years 12-15	25
Years 16+	26

**Health and Welfare Benefits.** Effective July 1, 2025, the District will make an annual contribution of \$16,024 for all Classified Management toward the premium for all group health insurance programs. For the 2025-26 school year, there is a temporary cap increase of \$947, made possible by savings from opt-out funds, for a temporary annual cap of \$16,971

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Health and Welfare Benefits for Retirees:** Classified Managers employed by the District before June 30, 2012, who retire at age 55 or older, shall have their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums covered by the District. Eligibility requires active enrollment in medical, dental, vision, and life insurance plans, along with a minimum of 15 years of service in the California Public School System, including the last eight consecutive years in the Oxnard School District. Throughout the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches age 69. **Classified Managers hired after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide Classified Management the benefits outlined in Section 414(h)(2) of the Internal Revenue Code regarding the tax treatment of employee retirement contributions made by the Oxnard School District. Details regarding this benefit are provided in Exhibits 7200(F) E and 7200(G) E.

**Professional Organization Membership:** Upon receipt of an annual written request and timely processing of membership by the employee, the District will cover the membership dues of Classified Managers for the Association of California School Administrators (ACSA) or any other appropriate professional organization approved by the Superintendent.

# OXNARD SCHOOL DISTRICT

## CONFIDENTIAL COMPENSATION & BENEFIT PROGRAM: 2024-25

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

**Assignment to Step and Anniversary Increments:** Salary increments (steps) are applied annually on each employee's anniversary date until the maximum step within the assigned salary range is attained. All employees share a common anniversary date of July 1 for step movement and longevity increments. Employees hired on or before December 31 become eligible for an anniversary step increment the following July. Employees hired after December 31 become eligible for an anniversary step increment on the second July following their hire date.

<i>Position</i>	<i>Work year</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
Executive Assistant to the Asst. Superintendent of Human Resources	12 Months	\$ 68,826	\$ 72,268	\$ 75,881	\$ 79,675	\$ 83,659
Executive Assistant to the Asst Superintendent of Ed. Services						
Executive Assistant to the Asst. Superintendent of Business Services						
Human Resources Analyst						
Administrative Assistant to Director, Certificated Human Resources	12 months	\$ 60,930	\$ 63,977	\$ 67,175	\$ 70,534	\$ 74,061

**Longevity:** Monthly Increments in the amount of \$90 shall be added to the monthly compensation of all confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years. These increments are set at the annual values shown below.

6th Year: \$ 1,080  
 9th Year: \$ 2,160  
 12th Year: \$ 3,240  
 15th Year: \$ 4,320  
 18th Year: \$ 5,400  
 21th Year: \$ 6,480  
 24th Year: \$ 7,560

**Confidential Premium:** Compensation to rank and file employees who are routinely and consistently assigned to sensitive positions requiring trust and discretion will be provided a premium of \$373.

**Professional Growth:** All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

**Bilingual Stipend:** Confidential positions officially designated as bilingual by the governing board and for which there is no specific minimum requirement of bilingual skill for all incumbents of the class shall receive a differential of three percent (3%) to their base salary.

**Health and Welfare Benefits.** Effective July 1, 2025, the District will make an annual contribution of \$16,024 for all Confidential employees toward the premium for all group health insurance programs. For the 2025-26 school year, there is a temporary cap increase of \$947, made possible by savings from opt-out funds, for a temporary cap of \$16,971

- A. Medical
- B. Dental
- C. Vision
- D. Life

**Disability Retirement Under PERS:** Confidential employees with at least ten (10) years of service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees. The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees:** For Confidential employees employed by the District before June 30, 2012, and who retire after reaching the age of 55, the District will cover their (a) medical, (b) dental, (c) vision, and (d) life insurance premiums. To qualify, individuals must be actively enrolled in medical, dental, vision, and life insurance plans and must have worked for at least 15 years in the California Public School System, including the last eight consecutive years in the Oxnard School District. During the coverage period, dependents of the retired manager will also receive these benefits. Coverage will continue until the retiree reaches the age of 69. **Confidential Employees hired on or after July 1, 2012,** are not eligible for District-paid retiree benefits.

**Retirement Contribution Benefits:** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership:** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

**Salary increases of 2.0% retro 07/01/2024 board approved 06/04/2025**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Instructional Continuity Plan (Fox/Nocero)**

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In accordance with California Senate Bill 153, local educational agencies (LEAs) are required to develop and adopt an Instructional Continuity Plan (ICP) to ensure that all students maintain access to instruction during natural disasters or emergencies.

As part of compliance with this legislation, the ICP must be formally approved by the Board and incorporated into each school's Comprehensive School Safety Plan (CSSP). While the CSSPs for the 2024–2025 school year were approved by the Board on February 19, 2025, the updated ICP is presented separately and now requires Board approval to ensure alignment with state requirements.

#### **FISCAL IMPACT:**

No fiscal impact.

#### **RECOMMENDATION:**

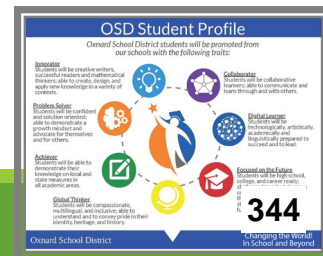
It is the recommendation of the Assistant Superintendent, Education Services and the Director of Pupil Services that the Board of Trustees approve the Instructional Continuity Plan, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Instructional Continuity Plan Presentation \(4 pages\)](#)  
[Instructional Continuity Plan \(9 pages\)](#)

# INSTRUCTIONAL CONTINUITY PLAN UPDATE

Oxnard School District  
Board Meeting  
June 4, 2025



# Instructional Continuity Plan

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- ❑ Senate Bill 153 requires LEAs to adopt a plan to ensure all students can access instruction during a natural disaster or emergency
- ❑ Recommendations/requirements from CDE were updated March 2025 and are included in the District's Instructional Continuity Plan
- ❑ The plan must be included in the CSSP
- ❑ All site safety plans were approved by the board on February 19, 2025.
- ❑ The ICP has been updated and amended in the safety plans.

# CDE Requirements

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1. Communication
2. Technology
3. Instruction and Assessment
4. Access
5. Professional Learning
6. Well-being
7. Support Services
8. Site-based Collaboration
9. Return to Site-based Learning

# Questions?

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# 2025-26 Instructional Continuity Plan (ICP)

This template provides a framework for the Instructional Continuity Plan (ICP) and should be tailored to the unique needs and resources of the LEA and its school sites.

Guidance regarding completion and requirements of the Instructional Continuity Plan (ICP), including SB 153 requirement that this ICP be included in the Comprehensive School Safety Plan (CSSP) by July 1, 2025 can be found at <https://www.cde.ca.gov/re/di/or/icpguidance.asp>.

Local Educational Agency (LEA) Name	School Name	Contact Name and Title	Email and Phone
Oxnard School District			

## Introduction and Purpose

Information about the Instructional Continuity Plan (ICP) requirements, revision and adoption dates.

This Instructional Continuity Plan (ICP) was last revised March 2025 to ensure all students in Oxnard School District have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153), which adds a provision to California Education Code (EC) Section 32282.

This ICP will be included in the LEA's Comprehensive School Safety Plan (CSSP) by July 1, 2025. Inclusion of this ICP in the CSSP will be required to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27. This plan is intended to minimize disruptions to instruction and provide support for pupils' social-emotional, mental health, and academic needs.

## Engagement with Pupils and Families

### Protocol for Engagement

Protocol for engagement with pupils and their families.

As required, Oxnard School District schools will engage with pupils and their families as soon as practicable, but **no later than five calendar days** following an emergency.

LEA Engagement with Families

- Parent Square notifications with specific information regarding instructional plans will be sent to parents immediately following the decision to move to distance learning and within 5 calendar days following an emergency.
- Daily updates will be sent via Parent Square to keep families informed of any changes

- Instructional engagement plans will be communicated with families and instruction will begin within 10 days following the emergency
- School sites and teachers will communicate with families regularly via Parent Square.

## Methods of Two-Way Communication

Methods for two-way engagement.

The protocol for engagement with pupils and their families is designed to establish two-way communication. Current existing methods include:

Short messaging service (SMS)  
Phone Calls  
Email  
Social Media

## Plans for Unforeseen Events

Plans to address unforeseen events such as power outages and damage to infrastructure and how they may impact methods for two-way communication.

In the event of power outages, locations will be identified for in-person communication and dissemination of information.

## Support for Unique Needs

Plans designed to identify and provide support for pupils' social-emotional, mental health, and academic needs.

- Special Education (IEP/504): Virtual or in-person accommodations will be provided per students' IEP/504 plans. Students receiving school-based counseling per their IEP will continue to receive counseling with the site counseling psychologist.
- English Learners (EL): English Language Development (ELD) support and bilingual resources will be available on Canvas. Teachers will continue to provide designated ELD during distance learning.
- Counseling & Mental Health Services: Online counseling sessions and wellness check-ins will be provided. School counselors and clinicians will reach out to students who receive individual counseling and will open weekly zoom sessions for students.

# Access to Instruction

## Timeline for Access to Instruction

Timeline for access to instruction no more than 10 instructional days following the emergency.

As required, Oxnard School District schools will provide access to in-person or remote instruction as soon as practicable, but **no more than 10 instructional days** following the emergency.

## Conditions for Resuming Access to In-Person Instruction

Conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery.

Outlined below are conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery, including:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus free from debris and hazards
- Internet fiber lines connected and functioning
- Sufficient staff available
- Kitchens operational for meals

## Remote Instruction

Plans for remote instruction.

As required, Oxnard School District schools remote instruction will align with EC sections 51747 and 51749.5, governing Independent Study instruction modalities. Remote instruction will be designed to meet instructional standards that are, at minimum, equivalent to those applicable in independent study programs.

The expectation is for teachers to deliver standards-based instruction guided by the state framework. They will use the district-adopted curricula for all subjects, most of which have digital components. They have been provided with all necessary materials, resources and access needed to competently deliver instruction. The distance learning schedules and the hybrid (in-person) schedules dovetail nicely and if we have to transition from distance to the hybrid schedule, there should be few transitional issues to contend with.

The district currently uses the learning management system, Canvas. This is the platform that all teachers will use to provide instruction. Due to the digital nature of instruction during distance learning, we have a district-based Educational Technology TOSA (teacher on special assignment) who can support staff in developing their skills to create digital lessons. Additional TOSAs will provide technology and teaching support to teachers.

- Synchronous Learning: Teachers will conduct live instruction via Zoom/Canvas Conferences at scheduled times.
- Asynchronous Learning: Students will engage with online program resources (Lexia, ST Math), assignments, and discussion boards on Canvas.
- Hybrid Learning (if applicable): Combination of in-person and remote learning for students based on circumstances.
- Offline Learning: Printed learning packets will be provided for students with limited internet access.

## Access to Instructional Materials

Methods for distributing digital and non-digital materials.

As required, remote instruction offered will align with expectations of access and equity.

All students have access to devices. Students in TK – 5th grade have been issued iPads and students in grades 6 – 8 have been issued Chromebooks for use at school and at home.

- Device: Students will use their assigned iPads or Chromebook.
- Internet Access Support: Hotspots will be available for families lacking stable internet. If schools have to close due to an emergency, school principals, teachers and staff will contact families to check on the need for internet connectivity and basic needs. Our IT department will set up distribution points based on the needs of families.
- Technical Support: A dedicated IT helpdesk at ext. 2100 will be available to assist students, teachers, and families.

## Access to Schoolwork

Platforms and processes for accessing and submitting schoolwork.

As required, remote instruction offered will align with expectations of access and equity.

The district currently uses the learning management system, Canvas. This is the platform that all teachers will use to provide instruction. Due to the digital nature of instruction during distance learning, we have a district-based Educational Technology TOSA (teacher on special assignment) who can support staff in developing their skills to create digital lessons. Additional TOSAs will provide technology and teaching support to teachers. The district-adopted curricula will be used for all subjects, most of which have digital components

## Temporary Reassignment

Procedures and agreements for temporary reassignment with neighboring LEAs.

Oxnard School District provides support to pupils and families to enroll in or be temporarily reassigned to another site, school district, county office of education, or charter school if an emergency or natural disaster disrupts in-person learning.

# Instructional Continuity

## Communication Protocols

Communication protocols for families, students, staff and faculty, including how information will be made available and with what frequency including methods and timelines.

- Parent Square notifications with specific information regarding instructional plans will be sent to parents immediately following the decision to move to distance learning and within 5 calendar days following an emergency.
- Instructional engagement plans will be communicated with families and instruction will begin within 10 days following the emergency
- School sites and teachers will communicate with families regularly via Parent Square.
- Regular Updates: The district will provide updates via emails, robocalls, and social media.
- Multilingual Resources: Information will be translated into multiple languages.

- Parent Training: Workshops on using Canvas will be offered to parents to support student learning at home.

Approximately 85% of our students are socio-economically disadvantaged and 51% of our students are English Learners. If we have to close schools due to an emergency, Principals will use a log for teachers to complete to monitor student contact, as well as, conducting grade level/PLC virtual meetings on a regular basis to share information, receive requests for additional support and monitor instruction. There is a Counselor and Outreach Specialist (ORC) at each site to provide support and connect families with services as indicated from the contact teachers are making.

## Technological Readiness

Technology readiness for educators and students to support a pivot from in-person to remote learning through independent study including early access to independent study program written agreements, online access to assignments and academic resources, assignment of devices, online instructional platform and access to internet and devices.

All students have access to devices. Students in TK – 5th grade have been issued iPads and students in grades 6 – 8 have been issued Chromebooks for use at school and at home.

- Device: Students will use their assigned iPads or Chromebook.
- Internet Access Support: Hotspots will be available for families lacking stable internet. If schools have to close due to an emergency, school principals, teachers and staff will contact families to check on the need for internet connectivity and basic needs. Our IT department will set up distribution points based on the needs of families.
- Technical Support: A dedicated IT helpdesk at ext. 2100 will be available to assist students, teachers, and families.

## Instruction and Assessment

Prioritization of essential learning, making standards-aligned learning objectives, methods for monitoring progress and additional support whenever possible, including tutoring, check-ins, virtual office hours or other methods.

The distance learning schedules are very clear in the number of minutes for each learning space. We are adhering to the state mandated instructional minutes by grade level spans and standards-based teaching. Teachers will synchronously teach “live” through a virtual meeting platform in the mornings and students will engage in asynchronous and independent work for the remainder of the day.

Teachers are able to check in with students and meet with small groups during the asynchronous time periods. This facilitates differentiation and will help mitigate learning loss. Live teaching sessions are not required on Wednesdays, but teachers must check in with all students to provide clarification, answer questions, give reminders and provide any additional support needed.

Attendance will be taken each day through our SIS system, “Q,” during synchronous instruction. The district will document daily participation of each student on each school day. If the student does not participate in distance learning, then that student will be marked absent. Participation includes evidence of participation in online activities, completion of regular assignments, completion of assessments and contact with a staff member, the student, or the parent/guardian of the students. Oxnard School District will use a tiered system of re-engagement for students who are absent from distance-learning. That system will involve and integrate a number of school site staff to address and remediate attendance concerns. The system is based upon a model with four components: 1. Contact 2. Connectivity, 3. Engagement and 4. Participation. These components are all essential to student success within school.

School staff and interventions will be applied based upon the identification of need. Initially, school staff will work to make sure that there are working lines of communication between the home and school. Then, the District will work to ensure that the student has access to distance- learning through connectivity, which involves the use of a District-issued iPad/Chromebook and also (as needed) a Wi-Fi hotspot for access to the Internet. School staff will monitor on a daily basis which students are engaged in school by attending synchronous classes with their teacher(s).

School staff will also monitor and measure student engagement and participation within learning via asynchronous communication with students as they complete learning tasks assigned through Canvas. The District will utilize a wide range of intervention and outreach services to connect with families and to engage students in participating in distance-learning. Schools will use trauma-informed and restorative approaches in working to identify any barriers that might be impeding student success. Once barriers are identified, the District will then utilize the appropriate level of intervention (as described below) to address the concern.

For students who are identified as being truant (missing three days or three periods of 30 minutes or more without a valid excuse), the District will address the attendance concern via the School Attendance Review Board (SARB). If the attendance concern is not resolved after the first identification of truancy, the District will utilize the School Attendance Review Team (SART) process at the school site (see below) to support families by identifying barriers to school attendance and providing interventions and support to meet those needs. In cases where the attendance concern is not resolved through the SART process, the District will utilize SARB to bring additional and more intensive resources to support students and families most in need.

The District will record both daily attendance and engagement for each student within its student information system. That information will be used to identify individual attendance concerns as well as more broad-based concerns of attendance.

Teachers will:

- Maintain updated Canvas courses with lesson plans, assignments, and assessments.
- Follow the distance learning schedule for the grade level/subject area.
- Conduct daily or weekly check-ins with students via Canvas discussions, messaging, or video calls.
- Track student engagement and attendance.
- Provide timely feedback on assignments and communicate regularly with parents.

## Access (Equity, Accessibility, and Inclusion)

### Equity, Accessibility, and Inclusion

How all students, including those with disabilities, those experiencing homelessness, foster youth, or English learner (EL) students will continue to have equal access to instructional resources.

- Device: Students will use their assigned iPads or Chromebook.
- Internet Access Support: Hotspots will be available for families lacking stable internet. If schools have to close due to an emergency, school principals, teachers and staff will contact families to check on the need for internet connectivity and basic needs. Our IT department will set up distribution points based on the needs of families.
- Technical Support: A dedicated IT helpdesk at ext. 2100 will be available to assist students, teachers, and families.

## Individualized Education Plans (IEP)

How will IEPs continue to be provided and maintained.

- Special Education (IEP/504): Virtual or in-person accommodations will be provided per students' IEP/504 plans. Students receiving school-based counseling per their IEP will continue to receive counseling with the site counseling psychologist.

## English Learners (EL)

How will EL students continue to be supported in alignment with the California English Learner Roadmap Policy.

- English Learners (EL): English Language Development (ELD) support and bilingual resources will be available on Canvas. Teachers will continue to provide designated ELD during distance learning.

# Professional Learning

Professional learning opportunities and resources utilized if the need to pivot to remote instruction and assessment arises.

- Teachers and staff will receive ongoing training on effective online instruction, Canvas tools, and student engagement strategies.
- Technology training sessions will be provided to ensure smooth implementation.

# Well-Being and Support Services

How the LEA will provide access to physical and mental health professionals, including those who speak languages other than English.

District ORCs, counselors and clinicians as well as district translators will be available to provide counseling and support services to students and families.

Plans to provide access back-up, water and medicines in the event of an emergency.

District staff will coordinate with local agencies to support families in need.

Plans to ensure continuity of other support services, including special education, counseling, after-school programs, and access to kitchens and food services, adapting these services to the online or hybrid environment when necessary.

- Grab-and-go meal distribution points will be set up at designated schools.
- District staff will coordinate with local agencies to support families in need.
- School counselors, clinicians and ORCs will provide support to families at their sites via zoom sessions and/or Parent Square.

Oxnard School District will use a tiered system of support to provide mental health, social and emotional services. The model will provide early identification of students with risk factors via a social and emotional survey tool in grades TK – 8. Risk factors will be identified using Panorama SEL surveys, an online platform that collects aggregate and individual student responses to a series of questions in key social and emotional domains. Students in grades TK-8 who are identified with risk factors will be referred to the school counselor for further screening to determine the appropriate level of care. Early intervention services will include school-based individual or group-based counseling and linkage to community services. School counselors will also use the Columbia Suicide Severity Rating Scale (C – SSRS) to identify any students at risk of harm to self.

Principals will use a log for teachers to complete to monitor student contact, as well as, conducting grade level/PLC virtual meetings on a regular basis to share information, receive requests for additional support and monitor instruction. There is a Counselor and Outreach Specialist (ORC) at each site to provide support and connect families with services as indicated from the contact teachers are making.

## Site-Based Collaboration

How administrators, faculty, information technology staff, students, and parents will collaborate in the development and implementation of this ICP.

The ICP was developed with stakeholders.

## Return to Site-Based Learning

Conditions that must be met prior to returning from disruption including reopening sites.

- Depending on the type of emergency, the district will follow guidance from state and/or county agencies to prepare schools for reopening.
- Facilities Director and Managers will work with site teams to ensure specific conditions that must be met prior to reopening sites.

# Integration with Comprehensive School Safety Plan (CSSP)

Integration of this Instructional Continuity Plan (ICP) into Oxnard School District schools' Comprehensive School Safety Plans (CSSP).

This Instructional Continuity Plan (ICP) will be included as an integral component of Oxnard School District schools' Comprehensive School Safety Plans (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan. A locally-adopted CSSP must include this ICP to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27.

# Review and Updates of this Instructional Continuity Plan (ICP)

Frequency of review and update of this ICP.

This Instructional Continuity Plan will be reviewed and updated in collaboration with Educational Partners, considering feedback and lessons learned on the following basis:

The plan will be reviewed and updated annually.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval and Adoption of Amira Reading Difficulties Risk Screener (Fox/Thomas)**

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In alignment with Senate Bill 114, Oxnard School District must adopt a state-approved screener to assess reading difficulties risk in K–2 students by June 30, 2025. This is to comply with the mandate requiring annual screenings starting in the 2025–2026 school year.

A pilot was conducted for the state-approved screeners. A teacher panel evaluated the findings from the pilot and made a recommendation to adopt the Amira screener due to its group administration efficiency, Spanish/English capability, AI-scored data, and integration of cognitive and academic measures.

#### **FISCAL IMPACT:**

None, the cost of the screener is subsidized by the State.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of School Performance and Student Outcomes that the Board of Trustees approve the recommendation to adopt the Amira reading difficulties risk screener for implementation starting in the 2025–2026 school year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Reading Difficulties Risk Screener Approval \(10 pages\)](#)

# Reading Difficulties Risk Screener

June 2025

# Senate Bill 114

- July 10, 2023 – Governor Newsom signs bill
- January 18, 2024 - CA Board of Education established the panel to choose screeners
- December 17, 2024 - Panel announced 4 approved screeners
- By June 30, 2025 - LEAs must adopt Reading Difficulties Risk screener
- Commencing no later than 2025-2026 school year, and annually after, LEAs must screen each student in K-2 for risk of reading difficulties
- LEAs must send a notice to parents of all eligible students for screening at least 15 days before in order to give them the opportunity to opt-out
- Parents must be notified of results within 45 days of administration
- Subsidized by the state, no cost to districts

# Screening vs. Evaluation

## Screenener

- Brief; Administered individually or in a group
- Criterion Referenced; Curriculum-based; Arbitrary cut-off points
- Specific skill areas
- Determines students **AT-RISK** and in need of general education remediation

## Evaluation

- Lengthy; Administered individually
- Norm-referenced; Standardized scores; grade/age based
- Extensive; multiple areas
- Determine classification for special education

# CDE Approved Screeners

- ~~**ROAR**~~ — Not considered because it was only in English and only for grades 1-2
- **Multitudes**- 1:1 administration, adult gives all instructions and marks response (2 linked devices)
- **mCLASS for DIBELS** - Mostly academic tasks with no phonological or other processing areas examined (1 adult device)
- **AMIRA** - Administered in groups and adults do not need to administer or score (1 student device)

# Teacher Perspective Panel

- Call out to all K-2 teachers
- Respondents
  - Heidi Gose (K-McKinna), Amanda Wilson (1<sup>st</sup> gr-McAuliffe), Diana Duarte (1<sup>st</sup> gr-McAuliffe), Rachel Hayman (2<sup>nd</sup> gr-McAuliffe), Katie Crossett (LIT-Harrington), Heather Willis (LIT-Ritchen), Cristina Magallanes (LIT-Ramona), LeeAnne Powers (D/HH), Katherine Leppaluoto (TK/K TOSA), Leticia Beltran (Equity TOSA)
- Provided input to support decision making

# Pilot

- School Psychologists took the lead on the pilot due to their expertise with testing.
  - Ja Ja Lang – McKinna
  - Josue Ordaz - Ramona
- Conducted at McKinna - grades K, 1, 2
  - Students selected:
    - Language level (for English Learners)
    - Star Scores
    - All 3 second grade classes
    - 2 out of 4 first grade classes
    - Half of Kinder class
- Information provided to teacher panel for questions and discussion
  - Teacher panel made consensus decision

# Initial Findings

- 2-4 students in each class were identified as At-Risk using Phonological Processing screeners (8-16% of class\*)
- Out of 11 students in 2nd grade identified as at risk:
  - 4 already were receiving LLI support
  - 3 already had IEPs
  - 1 was already in the SST process
- 8 students in 1st grade identified as at risk
  - Only half of 1st grade was completed in Fall 24

\*Research says that 5-15% of people have reading difficulties

# Identified At-Risk

- According to the new law, students identified at-risk shall be provided with services and supports to address their needs, which may include:
  - Evidence-based literacy instruction focused on the student's specific needs
  - Progress monitoring
  - Early intervention within the regular gen ed program
  - One-on-one or small-group tutoring
  - Further evaluation or diagnostic assessment

# Recommendation

- Amira
  - Group administration
  - 45-minute live training; free of cost
  - Spanish/English
  - Computer-scored
  - AI technology
  - Areas tested: combination of cognitive processing and academic tasks
  - Multiple intervention options available



Thank you

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

**Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Kristen Pifko (DeGenna)**

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The employment agreement for Kristen Pifko as Assistant Superintendent, Business & Fiscal Services, is presented for the Board's consideration.

**FISCAL IMPACT:**

\$215,873.00 per year for the term of the attached agreement, to be paid out of the General Fund.

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the employment agreement for Kristen Pifko as Assistant Superintendent, Business & Fiscal Services, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Employment Agreement \(10 pages\)](#)

EMPLOYMENT AGREEMENT FOR  
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

This Agreement is entered into the 4<sup>th</sup> day of June 2025, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Kristen Pifko ("Assistant Superintendent") and constitutes a bilateral and binding Contract between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. **TERM OF AGREEMENT:** The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District's Assistant Superintendent for a term commencing July 1, 2025 and ending June 30, 2028 subject to the terms and conditions set forth herein.
2. **DUTIES AND RESPONSIBILITIES**
  - 2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent, Business & Fiscal Services as imposed by the laws of the state of California and as further described in the District's job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.
  - 2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
  - 2.3 The Assistant Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.
  - 2.4 The Assistant Superintendent shall have a work year consisting of 245 workdays plus 16 legal and school holidays.
  - 2.5 The Assistant Superintendent shall also perform such other duties that are consistent with her qualifications as may be assigned to her from time to time.

3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent's performance of her duties under this Agreement.
4. **SALARY:**
  - 4.1 The salary of the Assistant Superintendent shall be two hundred fifteen thousand eight hundred and seventy-three dollars (\$215,873.00) per year for the term of this Agreement, payable on the last working day of each calendar month.
  - 4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by September 30 for the initial term and by July 1st, of each year of this Agreement, if the Agreement is extended. The Superintendent shall endeavor to perform an assessment by March 1<sup>st</sup> of each year to determine whether the goals and objectives have been satisfied. The evaluation shall be completed by no later than June 30<sup>th</sup> of each year. The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.
5. **HEALTH BENEFITS:**
  - 5.1 In addition to the compensation and benefits described in Articles 4 and 6, the Assistant Superintendent shall be provided with group health and welfare benefits currently available to classified management. Group health and welfare benefits may be amended, changed, or modified by approval or resolution of the Board.
6. **OTHER BENEFITS:**
  - 6.1 The Assistant Superintendent shall be entitled to the doctoral and bilingual stipends and longevity earned by classified managers in the District.
7. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

8. VACATION:

- 8.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid after June 30<sup>th</sup> of each year of this Agreement.
- 8.2 In addition, the Assistant Superintendent is entitled to the same holidays granted management employees.
- 8.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.

9. EXPENSES: In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

10. TRANSPORTATION: The Assistant Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

11. PROFESSIONAL GROWTH

- 11.1 The District encourages the Assistant Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the

Superintendent her appraisal of the meetings. All out-of- state travel must be approved by the Board of Trustees.

- 11.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
- 11.3 The Assistant Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
- 11.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.
- 11.5 The District shall pay the Assistant Superintendent 's annual dues to two (2) professional organizations of the Assistant Superintendent 's choice.

## 12. PROFESSIONAL LIABILITY

- 12.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.

- 12.2 The provisions of Article 12 shall not apply to any action brought against the Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

- 13. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 14 below.

14. REPORTING AND EVALUATION

- 14.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.
- 14.2 The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

15. REPRESENTATION AND WARRANTIES

- 15.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.
- 15.2 The Assistant Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.
- 15.3 The Assistant Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

16. TERMINATION OF EMPLOYMENT

- 16.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.
- 16.2 Termination for Cause
  - 16.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:
    - 16.2.1.1 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.

- 16.2.1.2 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- 16.2.1.3 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.
- 16.2.1.4 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible "for cause" termination under federal or California law.
- 16.2.1.5 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

### 16.3 Termination At Will

- 16.3.1 The District reserves the right to terminate this Agreement "at will," without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.
- 16.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.
- 16.3.3 The Assistant Superintendent agrees that the liquidated damages

described in Article 16.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.

16.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 16.3.2, the Assistant Superintendent shall:

16.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

16.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

16.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her must have materially affected his or her settlement with the debtor."

16.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.

16.3.6 The District shall not be required to pay the liquidated damages described in Article 16.3.2 in the event that the Assistant Superintendent exercises her right to unilaterally terminate this Agreement.

16.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Superintendent in writing, her intention to do so.

16.3.8 Abuse of Office Provisions. In accordance with

Government Code section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of the Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.

17. **RENEWAL OF AGREEMENT.** The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement.
18. **SAVINGS CLAUSE.** If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
19. **AMENDMENT.** Any amendment to this Agreement must be in writing and signed by the parties.
20. **APPLICABLE LAWS.** The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
21. **VENUE.** If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
22. **ENTIRE AGREEMENT.** This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
23. **COUNTERPARTS.** The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent. Business & Fiscal Services of the Oxnard School District.

Date of Acceptance: \_\_\_\_\_, 2025

\_\_\_\_\_  
Kristen Pifko

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 11, 2025

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

### **Approval of Agreement #25-49 – Restorative Justice Services, LLC (Fox/Nocero)**

---

Restorative Justice Services will provide a three 3-day in-person training on restorative approaches to Oxnard School District staff as part of the LCSSP grant. Restorative Justice Services will support the implementation and integration of restorative principles into school-wide practices.

Term of Agreement: July 1, 2025 through August 31, 2025

#### **FISCAL IMPACT:**

Not to exceed \$36,000.00 – Learning Communities School Success Program Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-49 with Restorative Justice Services, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-49, Restorative Justice Services LLC \(4 pages\)](#)  
[Proposal \(2 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

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

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

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

Other Ancillary Cost, as applicable

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

Total not to Exceed

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

☐ W-9 received

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

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

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

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

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

**Compliance with Laws.** Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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# **Restorative Justice Services**

## **Oxnard School District**

### **Restorative Justice/Restorative Approaches Training**

#### **School Year 2025-2026**

## **Overview**

### **The Essence of Restorative Practices**

The essence of restorative practices is disarmingly simple: that human beings are happier, more productive and more likely to make positive changes in their behavior when those in positions of authority do things with them, rather than to them or for them.

Increasingly parents, caregivers and community groups are seeking out support and direction around managing the young people in their care. Building, enhancing and restoring relationships across any workplace, community group, school or culture, is absolutely essential for a strongly connected, empathetic, functioning society.

### **Restorative Approaches in Schools**

Restorative approaches in schools are being sought as alternatives to more punitive disciplinary systems and procedures where often there have been little or no links between wrongdoers and those they have harmed, nor any real connections between the punishment and the actual offense.

Previous measures are also often failing to meet the relational needs of teaching and learning in 21st-century schools. Increasingly schools are finding restorative approaches more effective in establishing long-term lasting changes in relationships, more connecting of the members of a school community, more involving and hearing of victims, and more enhancing of climates of care within schools as a whole.

### **Punitive vs Restorative Responses**

<b>Punitive Responses</b>	<b>Restorative Responses</b>
1. What rule has been broken? 2. Who is to blame? 3. What is the punishment going to be? 4. How long will the punishment last?	1. What happened? 2. Who has been affected? How? 3. What needs to be done to make it right? 4. What do we need to do to move forward?
<b>Focus: Punishment</b>	<b>Focus: Accountability * Healing * Needs</b>

## Training & Coaching

### **Restorative Justice/Restorative Approaches Training**

Three 3-Day In-Person Trainings

Ideal for Administrators, Counselors, Teachers, School Aids, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Community Building \* Restorative Interventions & Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Low Conflict & High Conflict Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation

\*\*This training prepares individuals to implement restorative approaches in the school community.

Cost: 25 People per training: \$12,000 x 3 trainings = \$36,000

### **Total Program Cost**

Three 3-Day In-Person Trainings	<u>\$36,000</u>
Total	\$36,000

Restorative Justice Services  
Lyra D. Monroe  
805/453-7219  
[rjrcenter@yahoo.com](mailto:rjrcenter@yahoo.com)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-51, California Association for Bilingual Education (Fox/Ruvalcaba)**

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California Association for Bilingual Education (CABE) will continue its partnership with the Oxnard School District (OSD) to support the ongoing implementation of Plaza Comunitaria, a Spanish literacy program designed for immigrant adults. The program will offer in-person classes facilitated by district staff who have been trained by CABE.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$14,000.00 – Title III Funds

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-51 with California Association for Bilingual Education (CABE).

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-51, CABE - Plaza Comunitaria \(4 Pages\)](#)  
[Proposal \(5 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

Use **ONLY** for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

☐ W-9 received

**Payment.** District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

**Conditions.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**Nature of Relationship.** The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

**Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**Compliance with Laws.** Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. **Automobile Liability.** Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

**Oxnard School District**

Director, Purchasing

Signature

Date



## **Proposal**

Between **Oxnard Elementary School District** and  
California Association for Bilingual Education (CABE)  
for **2025-2026**

***Proposal Number #OX2526301***

### **Responsibilities of Oxnard Elementary School District**

- To schedule the Plaza Comunitaria sessions in collaboration with CABE within 3 weeks of the approval of this MOU.
- To notify CABE FACE Contract Coordinator, **Eloisa Nunez via email at [eloisa@gocabe.org](mailto:eloisa@gocabe.org)** of date/time changes for the parent leadership sessions in a timely manner:
  - Once **Oxnard Elementary School District** and CABE have mutually agreed upon the date/time for the Plaza Comunitaria CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
  - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, **Oxnard Elementary School District** will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To share information about the sessions on a timely manner with the community to promote participant attendance. Make-up sessions can be provided with an additional cost.
- To provide an appropriate location for the sessions at no cost to CABE.
- To provide the audiovisual equipment for the presentations, requested by CABE in advance.
- To provide technical support during the delivery of onsite/virtual Plaza Comunitaria sessions, if using a school/site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduating participants with a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary.
- To limit the number of participants to a maximum of 25.
  - Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.
- If the number of participants exceeds 25, CABE must be notified at least 2 weeks in

advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.

- If the site exceeds 25 participants, the cost per participant beyond 25 will be (\$175 each) added to the total cost of the MOU.

### **Responsibilities of CAFE**

- Provide all content and curriculum.
- Provide a **Parent Specialist** to present the Plaza Comunitaria sessions.
- Provide a PDF version of certificate for site to print and distribute.
- Provide a graduation celebration for all that complete full course content in person or virtually.

### **Virtual Delivery**

- If **onsite** professional development is not an option due to the Covid-19 pandemic or any other reason beyond CAFE's control, CAFE will coordinate with **Oxnard Elementary School District** to provide Professional Development through a virtual platform curriculum with modifications as needed (time, materials, etc.).
- CAFE will provide the Zoom Virtual Platform and set up unless school/site selects to use and set up a different platform. The district is responsible for providing technical support to CAFE facilitator for training, managing, setting up, and monitoring the session.
- Only CAFE may record the training if the school or site does not approve the recording it should be communicated to CAFE prior to the start of date.
- CAFE will notify Participants before the start of the trainings that CAFE will be recording the session.
- Participants who consent but do not wish to be seen on the camera, or do not want their background visible, may also turn their cameras off or utilize virtual backgrounds at any point during the meeting.
- Information that Participants want kept private during meetings is their responsibility.
- Participants may not display, post, or otherwise use language or material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, or threatening. This could be subject to removal from the class.

### **Budgeting**

**At contract signing**, a PO must be submitted to CAFE FACE Contract Coordinator **Eloisa Nunez** via email [eloisa@gocafe.org](mailto:eloisa@gocafe.org)

CAFE FACE Contract Coordinator will invoice **Oxnard Elementary School District** by the **last day** of the month of **September, December and March** for all services delivered up to that date. **Oxnard Elementary School District** will be invoiced for all scheduled services through June 30th by April 30th of the contract year.

### **Intellectual Property**

CAFE retains all intellectual property rights to the content of the Plaza Comunitaria presentations

CABE retains the right to record virtual and **onsite** Plaza Comunitaria sessions and any other CABE content for internal quality control purposes. Only CABE may record its presentations, and any recordings are the sole property of CABE.

### **Insurance**

CABE shall provide **Oxnard Elementary School District** and a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000 aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE Parent Specialist upon request.

### **Indemnification**

- A. Insofar as permitted by law, **Oxnard Elementary School District** shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of **Oxnard Elementary School District**, its officers, agents, or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless **Oxnard Elementary School District** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents, or employees.
- C. It is the intent of **Oxnard Elementary School District** and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed, and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. **Oxnard Elementary School District** and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this agreement within ten (10) calendar days of such determination. **Oxnard Elementary School District** and CABE further agree to cooperate in defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this agreement.

### **Termination**

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the school, the school will be responsible for costs incurred up to the date of termination. If **onsite** sessions are not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the Plaza Comunitaria sessions through a virtual platform, with modifications as needed, or the parties will reschedule the sessions to a mutually agreeable date.

### **Notices**

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: **Oxnard Elementary School District**

**Oxnard Elementary School District  
1051 South A Street  
Oxnard, CA 93030**

To: CAFE

California Association for Bilingual Education  
20888 Amar Road  
Walnut, CA 91789

### **Integration**

This MOU represents the entire and integrated agreement between **Oxnard Elementary School District** and CAFE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of **Oxnard Elementary School District** and CAFE.

### **Representation of Authority**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, **Oxnard Elementary School District** and CAFE have executed this MOU as of the date first written above.



Authorized Representative of  
**Oxnard Elementary School District**  
1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501

**Dr. Edgar Lampkin, Chief Executive Officer**  
**California Association for Bilingual Education**  
20888 Amar Road  
Walnut, CA 91789  
(626) 814-4441

Date:

Date: 4/19/2025

## **EXHIBIT A SCOPE OF WORK**

### **I. GENERAL SCOPE:**

The Contractor will provide a total of **ten (10) hours of hybrid coaching per month September 2025 – June 2026** to district-assigned facilitators on the curriculum of the California Association for Bilingual Education's (CAFE) **Plaza Comunitaria program**. In addition, the Contractor shall coordinate and conduct **one (1) graduation event** aligned with the program. These services shall be rendered during the 2025–2026 school year for a **total of \$14,000**.

**II. CONTRACT MONITORS:**

The Contractor assigns **Eloisa Nunez at eloisa@gocabe.org** as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

**III. TASKS TO BE ACCOMPLISHED:**

A. CAFE Parent **Specialist** will provide:

1. Ten (10) hours of hybrid coaching per month to district-assigned facilitators on CAFE's Plaza Comunitaria curriculum, from September 2025 through June 2026. Coaching sessions will be delivered in a hybrid format, not to exceed five (5) onsite visits throughout the duration of the agreement. Coaching dates TBD.
2. Conduct one (1) onsite graduation event for Plaza Comunitaria program participants, to be held prior to the conclusion of the 2025–2026 school year.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-60 – School Yard Rap (Fox/Shea)**

---

School Yard Rap will present engaging assemblies at all 20 Oxnard School District schools, highlighting Latino/a history in the fall and Black history in the spring. Using music and engaging visuals, students will explore themes related to STEAM, social-emotional learning, and the impactful contributions of diverse communities.

Term of the Agreement: October 20-22, 2025 & January 26-28, 2026

#### **FISCAL IMPACT:**

Not to exceed \$230,000.00 – Title 1 Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-60 with School Yard Rap.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-60 School Yard Rap \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



## Oxnard School District

### Short-Term Services Agreement

Use **ONLY** for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

☐ W-9 received

**Payment.** District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

**Conditions.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**Nature of Relationship.** The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

**Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**Compliance with Laws.** Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. **Automobile Liability.** Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

_____ Provider Authorized Signer	_____ Signature	_____ Date
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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# SCHOOL YARD RAP

## OXNARD SCHOOL DISTRICT '25-'26

### PROPOSAL QUOTE

School Yard Rap was founded in 2015 and specializes in creating educational content and curriculum through the lens of History. School Yard Rap's mission is to drastically improve the educational experiences of learners of all ages by providing curriculum, content, music, and professional development that uplifts the narratives of minorities. We work to build awareness, knowledge, and competencies for excellence and equity in schools and communities.

Students need to have moments to celebrate their culture and identity. Students need to be made aware of the positive contributions of a diverse community. Students need to be aware of social-emotional issues and solutions that would benefit them and their community. These things need to be taught in an inclusive and entertaining fashion by a professional able to handle diverse questions and populations.

School Yard Rap's live performance and content combine incredible hip-hop music along with visuals that inform and amuse the student population about the history, social-emotional health, mental health, and experiences of many populations. All content focuses on celebrating the accomplishments of African Americans, Latinos, Latinas, Chicanos, AAPI, and Women. Our curriculum teaches STEAM and history through the representation of people of color throughout history.

- 20 elementary school site assemblies (Latino/a History) 30min TK-2nd and 45 min 3rd-6th grade show at each site. (Fall semester) **(\$5,750 each)**
- 20 elementary school site assemblies (Black History) 30min TK-2nd and 45 min 3rd-6th grade show at each site. (Spring semester) **(\$5,750 each)**

**\$230,000**

**THE PRICE LISTED INCLUDES DISCOUNTS  
AND IS ONLY VALID FOR OSD DURING THE  
'25-'26 SCHOOL YEAR AND IF  
PROPOSAL IS PURCHASED IN FULL**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-61 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**

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Acceleration Behavioral Therapies (ABT) will provide comprehensive one-on-one behavioral therapy and related services to students in the Oxnard School District during the 2025–2026 fiscal year. These services will be delivered on an “as needed” basis through the Special Education Department, ensuring critical, individualized support for students requiring specialized behavioral interventions.

Services will include direct behavioral intervention, as well as the development, implementation, and supervision of behavior programs, all tailored to meet the specific needs outlined in each student’s Individualized Education Program (IEP).

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$2,000,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-61 with Acceleration Behavioral Therapies.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-61, Acceleration Behavioral Therapies \(15 Pages\)](#)  
[Scope of Work \(1 Page\)](#)  
[Rate Sheet \(1 Page\)](#)



## SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_,  
(hereinafter referred to as “Provider.”)

### PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number \_\_\_\_\_

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

District, at District's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Invoices/Time Sheets to be submitted monthly to [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org); [djefferson@oxnardsd.org](mailto:djefferson@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Terms are Net 30.

### ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

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: \_\_\_\_\_



## Acceleration Behavioral Therapies

Phone: (818) 280-9614

Fax: (818) 356-8113

[Info@AccelerationBT.com](mailto:Info@AccelerationBT.com)

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

### SELPA/School District Scope of Work 2025-2026

Acceleration Behavioral Therapies (ABT) will provide the school district with 1-on-1 student-support for students who school district has identified as needing such support. 1-on-1 support may include BII services (see definition below), paraprofessional services, classroom support, and other 1-on-1 support as requested and agreed to between school district and ABT.

BII services may include:

- Implementation of behavior plan related to academic and behavioral goals;
- Ongoing data collection on those goals;
- Attending trainings and other meetings, as required;
- Collaboration with IEP team members, as required.
- BII staff are under the supervision of personnel qualified under subdivision (a); and:
  - possess a high school diploma or its equivalent; and
  - receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)

ABT will also provide the school district with BID services (see definition below) in conjunction with any 1-on-1 student-support the district requests ABT to perform. Supervision support includes training of the student's 1-on-1 staff in the medical needs, behavioral support needs, or other needs of the student (as provided by school district personnel). Supervision support also includes data analysis of any IEP goals assigned for us to support with and progress report summaries of that data on a schedule desired by school district.

BID services may include:

- Assessment and design of academic and behavioral goals;
- Initial and ongoing training of BII's (see above);
- Ongoing analysis of the data collected on those goals;
- Treatment/Goal updates, as clinically indicated by the data;
- Collaboration and consultation with IEP team members;
- Reporting, at least annually, student performance and progress on behavioral goals in the IEP.
- BID Staff have completed a master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23).



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### SELPA/School District Rate Sheet 2025-2026

School Related Service	Description of Service	Staff Qualifications	Rate (per hour)
BII (Behavior Intervention Implementation)	BII services may include: 1) Implementation of behavior plan related to academic and behavioral goals; 2) Ongoing data collection on those goals; 3) Attending trainings and other meetings, as required; 4) Collaboration with IEP team members, as required.	Are under the supervision of personnel qualified under subdivision (a); and: A. possess a high school diploma or its equivalent; and B. receive the specific level of supervision required in the pupil's IEP. (see: 5 <i>CCR</i> 3051.23)	\$63.00
BID (Behavior Intervention Development)	BID services may include: 1) Assessment and design of academic and behavioral goals; 2) Initial and ongoing training of BII's (see above); 3) Ongoing analysis of the data collected on those goals; 4) Treatment/Goal updates, as clinically indicated by the data; 5) Collaboration and consultation with IEP team members; 6) Reporting, at least annually, student performance and progress on behavioral goals in the IEP.	Have completed a master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 <i>CCR</i> 3051.23).	\$89.25

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-68, STAR of CA, ERA Ed (DeGenna/Jefferson)**

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Star of Ca, ERA Ed will provide classroom support and one-on-one behavioral therapists for identified Special Education students in the Oxnard School District on an “as needed” basis throughout the 2025–2026 school year. The focus will be on fostering inclusive and supportive learning environments that promote student engagement and success.

STAR of CA is a recognized leader in behavioral and educational services, known for its commitment to evidence-based interventions tailored to meet the diverse needs of students. Their services include comprehensive classroom support, individualized behavioral therapy, and the implementation of targeted programs designed to encourage positive behavior and enhance academic achievement.

Term of Agreement: July 1, 2025, through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$3,000,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-68 with STAR of CA/ ERA Ed.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Proposal \(1 Page\)](#)

[Agreement #25-68 \(15 pages\)](#)



**COMMUNITY AUTISM SERVICES**  
**THE STEPPING STONES GROUP**

**2025-2026 School Year**

**RATE TABLE**

**OXNARD SCHOOL DISTRICT**

<b>BEHAVIORAL SERVICES</b>	<b>SrvCode</b>	<b>Rate</b>	<b>Per</b>
Assessments (FBA/FAA)	EVAL	\$121.31	/hr
Consultation	CNSLT	\$121.31	/hr
Supervision	BID		/hr
Direct Instruction	BII	\$63.37	/hr



## 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 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.
  - 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:**

Send invoices to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org)  
Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2025

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: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-73 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

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Alternative Behavior Strategies LLC will provide one-on-one behavioral therapy and related services to students in the Oxnard School District on an “as needed” basis, as outlined in each student’s Individualized Education Program (IEP). These services will encompass direct behavioral intervention, program development, implementation, and clinical supervision in support of the Special Education Department for the 2025–2026 school year.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$2,000,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-73 with Alternative Behavior Strategies, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-73, Alternative Behavior Strategies \(15 Pages\)](#)  
[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.

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]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - ☐ Facilities Rental or Lease: CG 20 11 10 01;
    - ☐ Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - ☐ CG 20 01 01 13
  - 3) Waiver of Subrogation
    - ☐ CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - ☐ CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. On Site Services; Student Data Access. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. Other Services. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. Tuberculosis Risk Assessment requirements (Education Code section 49406). Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

Provider

By: Signature

Signature

Name

Name

Title

Title

## STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

### FEES:

Compensation for Services \$ \_\_\_\_\_

Actual and Necessary Travel Expenses \$ \_\_\_\_\_

Other Expenses \$ \_\_\_\_\_

Total Amount not to Exceed \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Balance Due after Completion of Services \$ \_\_\_\_\_

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

### PAYMENT SCHEDULE:

Invoices to be submitted monthly to [khenry@oxnardsd.org](mailto:khenry@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: \_\_\_\_\_, 2025

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: \_\_\_\_\_

**2025 to 2026  
Rate Sheet &  
Proposal**

- Rates:
  - \$75.55/hr BII (Direct Care)
  - \$107.93/hr BID (Direct Supervision)
  - \$65/hr Last-minute cancellations/no-show
- Service Descriptions:
  - BII, Behavior Intervention Implementation (Direct Care): Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
  - BID, Behavior Intervention Development (Direct Supervision): Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
  - Last minute cancellations/no show: \$65/hr

Sincerely,

Alice Paley  
Senior Manager, Payor Contracts & Relationships

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-77 - Dr. Frank Olmos, DFO HR Consulting (Carroll/Fuentes)**

---

Dr. Frank Olmos, DFO HR Consulting will provide AI training workshops tailored for the clerical and administrative staff of Oxnard School District. These sessions are designed to provide employees with practical, hands-on skills in using artificial intelligence to increase workplace efficiency and effectiveness.

The workshops will focus on real-world applications of AI in administrative settings. Participants will learn how to utilize AI tools to streamline routine tasks such as drafting emails, summarizing lengthy documents, and managing meeting schedules. The training will also cover the automation of repetitive responsibilities, including data entry and the generation of standard reports.

Date of Service: August 7, 2025

#### **FISCAL IMPACT:**

Not to exceed \$3,000.00 – LCFF Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-77 with Dr. Frank Olmos, DFO HR Consulting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Proposal \(2 Pages\)](#)

[Agreement #25-77, Dr. Frank Olmos, DFO HR Consulting \(4 Pages\)](#)

# AI Training Proposal for Oxnard School District

**To:** Dr. Adalberto Fuentes, Director, Classified Human Resources, Oxnard School District

**From:** Dr. Frank Olmos, DFO HR Consulting

**Date:** May 14, 2025

**Subject:** Proposal for AI Training Services

DFO HR Consulting is pleased to offer AI training workshops for Oxnard School District's clerical and administrative staff. Our goal is to equip your employees with practical AI skills to enhance productivity.

## **Training Focus:**

The workshop, titled "AI Prompt Engineering: Making Work Life Easier," will cover practical AI applications for administrative tasks.

The training will cover practical AI applications for administrative tasks. Participants will learn how to leverage AI tools to streamline common office procedures, such as drafting emails, summarizing long documents, or scheduling meetings. The training will also explore how AI can automate repetitive duties like data entry or generating routine reports. Furthermore, attendees will discover techniques to improve data management by using AI for organizing files or extracting key information from various sources, and enhance communication through AI-assisted translation or by creating clear, concise messaging. Ultimately, these skills will boost efficiency and free up valuable time for more strategic work within the Oxnard School District.

## **Service Options & Pricing:**

We offer flexible training delivery, with a capacity of up to 50 participants per session (30 recommended for optimal interaction).

- **Full-Day In-Person Training:**
  - Fee: \$3,000
  - Additional Expenses: Mileage and physical training booklets (if applicable).
- **Full-Day Virtual Training (Zoom):**
  - Fee: \$2,500
- **Half-Day In-Person Training:**
  - Fee: \$2,000
  - Additional Expenses: Mileage and physical training booklets (if applicable).
- **Half-Day Virtual Training (Zoom):**
  - Fee: \$1,700

All fees include digital training materials. Physical booklets for in-person sessions can be arranged at an additional cost (e.g., \$25/attendee).

**Confirmed Availability:**

Dr. Frank Olmos is available on Monday, August 4, 2025, from 8:30 am to 12:00 pm. Thursday, August 7, 2025 (AM or PM) is also held as an alternative.

**Next Steps:**

We look forward to partnering with Oxnard School District. Please review this proposal and contact us with any questions. Upon approval, we will provide a formal Professional Services Agreement.

**Contact:** Dr. Frank Olmos [drfrankolmos@gmail.com](mailto:drfrankolmos@gmail.com)



## 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
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-78 – CPS HR Consulting (Carroll/Fuentes)**

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CPS HR Consulting will provide four on-site professional development trainings for classified staff in the Oxnard School District. The sessions will focus on the following topics: Collaboration Skills, Dealing with Difficult People, Discovering and Working with Your Talents and Strengths, and Organizing and Prioritizing for Success.

These trainings are designed to support the professional growth of classified leadership and staff. Through engaging, practical sessions, participants will strengthen their ability to collaborate effectively, manage challenging interpersonal dynamics, leverage their individual strengths, and enhance organizational skills. The overall goal is to improve communication, foster positive working relationships, and boost project execution across the district.

Date of Service: August 4, 2025

#### **FISCAL IMPACT:**

Not to exceed \$10,350.00 – LCFF Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-78 with CPS HR Consulting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-78, CPS HR Consulting \(4 Pages\)](#)  
[Proposal \(7 Pages\)](#)



## 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
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**Oxnard School District**

_____ Director, Purchasing	_____ Signature	_____ Date
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## Oxnard School District

### Proposal

May 20, 2025

#### About CPS HR Consulting

CPS HR Consulting (“CPS”) occupies a unique position in the field of government consulting; we are a Joint Powers Authority (JPA), whose charter mandates that we serve only public sector clients. We actively serve all government sectors including federal, state, local, and non-profit organizations, and special districts. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector operates and is inter-connected to each other and to their community. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients’ operational and business needs.

#### Background

The Oxnard School District has contacted CPS HR Consulting to deliver on-site professional training for classified leadership and staff. These training sessions aim to support professional growth, enhance teamwork and relationships, and improve communication and project execution.

#### Proposed Scope of Work

CPS HR Consulting can provide on-site training for the Oxnard School District on the agreed-upon date of August 4, 2025. Training will be located at 1051 S A St, Oxnard, CA 93030. Each session can accommodate up to 30 participants and will be available in 3-hour formats from 8:30 am – 11:30 am and 1 pm – 4 pm.

For the on-site training, CPS HR will provide the instructor and all electronic course materials for the training session prior to the session. CPS HR will handle all instructor travel arrangements and expenses. Additionally, Oxnard School District will provide a training location, a laptop, an LCD projector, easel paper, and an easel.

#### Contacts

##### Oxnard School District

Adalberto Fuentes

Director, Classified Human Resources

O: (805) 385-1501

E: [afuentes@oxnardsd.org](mailto:afuentes@oxnardsd.org)

##### CPS HR Consulting

James R. Lee

Training Support Specialist

2450 Del Paso Rd., Ste. 120, Sacramento, CA 95834

O: (916) 471-3312

E: [jlee@cpsshr.us](mailto:jlee@cpsshr.us)

## Course Descriptions

### Collaboration Skills

This course, intended for managers, supervisors and individuals in leadership positions, is designed to enhance skills and competencies that will promote teamwork, participation and employee involvement. The course focuses on teamwork, communication, leadership, conflict management and facilitation – skills that will improve your ability to create a collaborative and synergetic work environment.

### Learning Objectives

- Promote team effort and team success
- Interact effectively with others and create an environment of open communication
- Identify your leadership style and strengths, and learn to apply them effectively and with confidence
- Manage conflict constructively
- Facilitate meetings efficiently through effective group participation and involvement

### Competencies

- Inspirational Leadership: Essential for fostering an environment of teamwork, open communication, and constructive collaboration.
- Results-Oriented: Ensures that collaborative efforts are geared toward achieving team goals and improving productivity.
- Business Acumen: Supports understanding group dynamics, conflict management, and leveraging leadership styles for optimal collaboration.

These competencies and skills align well with promoting a collaborative, communicative, and effective team environment.

## **Dealing with Difficult People**

This one-day workshop helps you deal with challenging personalities in the workplace. Emphasis is on maintaining a professional approach while coping with various problem behaviors, whether it is with customers, co-workers or even a supervisor. In this very interactive class, you will recognize specific difficult behaviors, and will have guidance for deciding what is appropriate to do about each. You will also have the opportunity to discuss the costs of difficult behaviors, and what to do about them.

You will leave this training having options and feeling more in control, rather than feeling frustrated, helpless or manipulated by difficult people.

### **Learning Objectives**

- Describe the causes underlying difficult behaviors
- Identify common difficult behaviors
- Use appropriate coping behaviors for dealing with difficult people
- Identify difficult behaviors that you display
- Improve interactions with difficult people

### **Competencies**

- **Interpersonal Skills:** Enhances the ability to navigate and manage challenging interactions with professionalism and empathy.
- **Customer Engagement:** Focuses on maintaining positive, solution-oriented relationships with both internal and external stakeholders, despite difficult behaviors.
- **Communication:** Supports clear and controlled communication, essential for de-escalating conflicts and improving interactions with challenging personalities.

These competencies and skills align with equipping participants to handle difficult behaviors calmly and effectively, fostering positive interactions and reducing workplace tension.

## **Discovering and Working with Your Talents and Strengths**

This class focuses on helping you learn when and how you are at your best: when your talents and strengths are engaged in your work and life. In class you will learn about the current research and practice of strengths-based work. You will take the Gallup StrengthsFinder™ assessment, and the class will give you a deeper understanding of your strengths and how to develop and use them for peak performance and maximum job satisfaction.

The class includes group and individual exercises to help participants understand and practice bringing their strengths into their work environment every day.

### **Learning Objectives**

- Discover your top five Signature Themes of talent, based on the StrengthsFinder™ assessment
- Become familiar with your full theme descriptions, insights report, and through these grow in awareness of your strengths
- Connect your Signature Themes, insight reports and action items to your specific work
- Participate in group exercises to explore your strengths and how they relate to others' strengths in the workplace
- Gain understanding in bringing talents and strengths to a team environment
- Develop strategies to manage around, and not focus on, weaknesses

### **Competencies**

- Interpersonal Skills: Enhances self-awareness and understanding of personal strengths, supporting effective interactions and collaboration with others.
- Collaboration: Encourages the use of individual strengths within team settings, fostering a more productive and supportive work environment.
- Customer Engagement: Focuses on aligning individual talents and strengths with workplace roles, promoting job satisfaction and meaningful contributions.

These competencies and skills align with helping participants apply their strengths in ways that enhance individual and team performance, supporting a strengths-based approach to work satisfaction and productivity.

## **Organizing and Prioritizing for Success**

Are you swimming in a cubicle of paper? Ever find yourself searching for something you just put down? Do you scramble to find notes from a meeting, and after a while just give up, hoping nothing important will slip through the cracks? The first step is to get organized at work by learning practical strategies and tips in this class.

Then you can focus on managing the multiple priorities you face every day. Rarely do we have the luxury of managing one or two simple projects at a time where deadlines are generous, resources ample, and management patient. Instead we have competing deadlines, conflicting objectives, limited resources, and a superior who wants everything done perfectly, yesterday. In the workshop we'll explore strategies for managing multiple priorities to ensure you remain productive in attaining your personal and professional goals.

### **Learning Objectives**

- Identify your own organizational style
- Evaluate principles of organization
- Identify internal and external sources of clutter and disorganization and how they can threaten your organizational efforts
- Create a plan to minimize those threats and organize your workspace
- Identify priorities based on values as they pertain to work and home
- Apply SMART goal setting and action planning techniques to work goals
- Practice applying several prioritization strategies to a workplace scenario

### **Competencies**

- **Resilience:** Builds skills for managing stress and staying organized under pressure, supporting productivity and well-being.
- **Customer Engagement:** Focuses on prioritizing tasks to meet organizational and stakeholder needs effectively, ensuring important goals are achieved.
- **Communication:** Enhances ability to set and communicate priorities clearly, ensuring alignment and understanding in a busy work environment.

These competencies and skills align with helping participants develop practical strategies for organization and prioritization, enhancing productivity and focus on both individual and team goals.

## Pricing Table: Group Training

The all-inclusive, flat rate pricing includes course delivery, all electronic course materials, and instructor travel.

Pricing is valid for 90 days after delivery of the proposal to the Oxnard School District.

Course	Modality & Dates	# of Participants	Quantity & Time	Price	Extended Price
Collaboration Skills	In-person Aug 4, 2025	Up to 30 per Session	1 Session 1-4PM	\$2,400.00	\$2,400.00
Dealing with Difficult People	In-person Aug 4, 2025	Up to 30 per Session	1 Session 1-4PM	\$2,400.00	\$2,400.00
Discovering and Working with Your Talents and Strengths	In-person Aug 4, 2025	Up to 30 per Session	1 Session 830-1130AM	\$2,400.00	\$2,400.00
StrengthsFinder Online Assessment			30 Assessments	\$25/per student	\$750.00
Organizing and Prioritizing for Success	In-person Aug 4, 2025	Up to 30 per Session	1 Session 830-1130AM	\$2,400.00	\$2,400.00
<b>Total Price</b>				<b>\$10,350.00</b>	

**NOTE:** Email addresses of participants are required two weeks before the class date for the class listed below.

- Discovering and Working with Your Talents and Strengths

## Cancellation Policy

If the Department cancels the above program at least 10 business days prior to the start date of the class, no charges will be incurred. If special materials have been developed or purchased for the above class, the Department may be charged for the instructor's development and/or the cost of the materials. Cancellations made less than 5 business days prior to the start date of the class will be charged the full amount.

## Ownership

CPS HR retains all right, title, and interest in and to all training materials, testing, or assessment products, inventions (patentable or otherwise), discoveries, improvements, copyrightable works, and any other media, materials, or other objects produced as a result of CPS HR's work, or delivered by CPS HR in the course of performing that work (collectively, "Work Product") which CPS HR creates in connection with its performance of Services hereunder.

## Instructor Bios

### Antoinette Joy

Antoinette Joy is an independent training consultant and partners with a variety of training organizations as a trainer and project consultant. Antoinette has over 20 years of experience creating and maintaining healthy work environments and effectively supporting all levels within organizations, including developing company cultures, designing performance management programs, creating effective recognition programs, coaching leaders, and training on harassment prevention, strategic initiatives, leadership, and more. Antoinette is an Everything DiSC and 5 Behaviors of a Cohesive Team certified trainer. She holds a Professional Human Resources (PHR) certification and Society of Human Resource Management Certified Professional (SHRM-CP) certification.

### Irma Vargas

Irma is an independent training consultant working with CPS HR. She is also a principal of the V1H Consulting Firm, a Certified StrengthsFinder Coach, and an Adjunct Professor for Lorman Education Services. Her focus has been on developing teams around strengths, maximizing talent within teams, increasing employee engagement, developing Strengths-Based leadership, and initiating and designing sustainable Strengths-Based programs for organizations. Outside of speaking, workshop facilitation, and coaching, Irma is dedicated to writing on Strengths, Talent Development, Leadership Development, and Strengths-based sustainability for the entrepreneur, small business owner, and public employee.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-79 - Edapt Schools Inc. (Carroll)**

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Edapt Schools Inc. will provide Oxnard School District with a comprehensive AI Integration Blueprint along with ongoing implementation support. This all-inclusive plan features guided training for all educators, ensuring a thorough understanding of responsible AI integration practices while prioritizing the protection of student data.

Through this collaboration, Edapt Schools Inc. will provide the District with a structured framework, expert advisory team, and a practical playbook to enable the thoughtful and effective adoption of AI technologies. In addition to implementation guidance, Edapt Schools Inc. will offer an annual district grant to support long-term sustainability and integration of AI initiatives. Their services will also include direct assistance with the internal rollout of AI-related programs across the district.

Terms of Agreement: July 1, 2025 – June 30, 2026

#### **FISCAL IMPACT:**

Not to exceed \$44,000.00 – LCFF Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-79 with Edapt Schools Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-79, Edapt Schools Inc. \(4 Pages\)](#)  
[Proposal \(4 Pages\)](#)



## Oxnard School District

### Short-Term Services Agreement

Use **ONLY** for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

### Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

### Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

☐ W-9 received

**Payment.** District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

**Conditions.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**Nature of Relationship.** The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

**Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**Compliance with Laws.** Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



## Edapt K-12 AI Integration Blueprint Quote

The **Edapt AI Integration Blueprint** empowers your district with a **proven, scalable approach** to AI integration.

With one **all-encompassing** plan, you will **provide access to guided training for every educator**, ensure all parties know how to **protect student data alongside AI tools**, and **build internal capacity that lasts**.

The quote outlined below allows for flexible, research-backed optionality designed to meet your district's needs. **Select below to customize your rollout with confidence.**

Item	Description	Unit Price	Subtotal
<b>1. <u>Full AI Integration Course</u></b>	Self-paced training on AI foundations, classroom applications, workflow efficiencies, responsible and ethical AI use, 35 seats	\$200 per educator	\$7000
<b>OR 2. Data Privacy &amp; Safety Course</b>	All the basics needed to ensure safety among all staff, to <i>insure</i> the district ( <b>** this will not include Leadership Grant on Page 2)</b>	\$75 per educator	\$ ____
<b>3. In-Person Day</b>	5 Full Day sessions led by Christian Jackson or Nathan Critchett	\$7,500	\$37,500
<b>4. <u>Student AI Literacy Course</u></b>	Teaching students the risks and proper utilization of AI tools for positive educational outcomes	\$10 per student	\$ [____]
<b>5. Implementation Plan Consulting</b>	1-on-1 strategic consulting session to co-design your rollout	\$1,000/hr	\$ [____]

**Total Estimate: \$44,500**

Made for Dr. Scott Carroll with Oxnard School District

For questions or amendments, contact Nathan Critchett ([nathan@edaptschools.com](mailto:nathan@edaptschools.com))



## Track What Success Looks Like for YOU

We offer a **menu of measurable outcomes** so you define what success means in your context.

Outcome	Description	How We Track It
<b>Time Saved</b>	Time recovered from AI-assisted tasks (lesson planning, reports, comms)	Teacher Surveys + reflective Check-Ins
<b>Dollars Saved</b>	Estimated dollar value of recovered hours	$\text{Staff} \times \text{Avg Hourly Rate} \times \text{Hours Saved}$
<b>Work-Life Balance</b>	Happiness, energy, and stress reduction across staff	Monthly "Pulse Check" Surveys
<b>Enhanced Productivity</b>	"I didn't know AI could help with that" moments	Reflections + Task Impact Logs

Made for Dr. Scott Carroll with Oxnard School District

For questions or amendments, contact Nathan Critchett ([nathan@edaptschools.com](mailto:nathan@edaptschools.com))



## Edapt K-12 AI Integration Blueprint Support

AI is already in your classrooms. We all know that it will continue to be used by students. Increasingly, it is being used by teachers as well.

But without a system in place, most districts are exposed to:

Issue	Quote	Source
<b>Inconsistent Use Across Schools</b>	<i>"You can be a super AI user or just dipping your toe – but everyone needs a piece of this."</i>	Dr. Amy Alzina, Superintendent
<b>Untrained Staff Experimenting on Their Own</b>	<i>"If teachers are using tools without vetting, the district is on the hook – even if the vendor causes the breach."</i>	Traci King, Principal
<b>Data Privacy Risks and Legal Vulnerabilities</b>	<i>"We had to launch the data privacy course for leaders first—couldn't wait."</i>	Greg Ko, Director of Tech
<b>No Internal System for Growth</b>	<i>"You can't rely on outside partners forever. You need to build it inside."</i>	Dr. Amy Alzina, Superintendent

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### WHY THIS MATTERS NOW

**1. Access** – Training all educators = empowering all students. Anything less creates gaps.

*"We don't let staff opt out – everyone has to do it. You can't transform if it's optional."*  
— Dr. Amy Alzina

**2. Liability** – Improper or unvetted AI use can expose districts legally and ethically.

*"We had to launch the data privacy course for leaders first – couldn't wait."*  
— Greg Ko

**3. Lasting Change** – We build internal capacity that lasts.

*"You can't do this with consultants alone. You need the teachers leading it from inside."*  
— Lindsay Bullis

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**Edapt** gives your district the playbook, the team, and the structure to **adopt AI with clarity and confidence. Let's get it right from day one.** Start building your AI-ready district **today.**

Made for Dr. Scott Carroll with Oxnard School District

For questions or amendments, contact Nathan Critchett ([nathan@edaptschools.com](mailto:nathan@edaptschools.com))



## **Edapt Implementation Leadership Grant**

*Edapt will provide a grant to district pioneers to sustain training.*

### **The Implementation Problem**

Most training and initiatives fall short in the long-term. This is because...

- There's no time or funding for follow-through
- Internal champions aren't identified or supported to lead their peers
- District leaders are left to carry the implementation burden alone

### **Edapt's Grant + Continuous Implementation Solution**

Every Full AI Integration Course includes a \$1,000 – \$2,000 (varying on district contract and need) annual district grant to ensure the work sticks. The Grant covers...

- Payment and support for four to five AI Leads per 100 staff (2 teachers, 2 admins, optional tech or counselor)
- Monthly 1-hour training + coaching sessions
- Shared resources, walkthroughs, and site-level rollout guidance

The district helps to identify leaders. Edapt coaches and supports. Minimal to no additional burden placed on the leadership team. We're your partners in this.

The bottom line is...

**We don't hand over a course and walk away. We fund and support your internal rollout** so this becomes a districtwide movement that will carry beyond the 2025-26 school year.

**Made for Dr. Scott Carroll with Oxnard School District**

**For questions or amendments, contact Nathan Critchett ([nathan@edaptschools.com](mailto:nathan@edaptschools.com))**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-84 – Ventura County Office of Education - Special Education Transportation Services 2025-2026 (DeGenna/Jefferson)**

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Ventura County Office of Education (VCOE) will provide transportation services for eligible students on an “as needed” basis within the Oxnard School District. Services will include home-to-school and school-to-home transportation for students requiring specialized transit due to medical, physical, or behavioral needs. Transportation will also be provided to and from Extended School Year (ESY) programs, ensuring continuity of services at the beginning of the fiscal school year. Specialized accommodations such as wheelchair-accessible vehicles, appropriate seat restraints, and trained staff will be made available to support students during transit. Additionally, VCOE will coordinate closely with the Special Education Department to ensure that transportation services are aligned with each student’s Individualized Education Program (IEP) and comply with established safety protocols.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$540,724.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #25-84 with Ventura County Office of Education – Transportation Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-84, Ventura County Office of Education, Special Ed. Transportation Services 2025-26 \(2 Pages\)](#)  
[Estimated Excess Cost \(1 Page\)](#)

Transportation Services Agreement  
For VCSSFA Covered Parties

This Transportation Services Agreement (the "Agreement") is made and entered into this July 1, 2025 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

2025/26 School Year

Date(s) of Service

Hour(s) of Service

Destination

**FEES**

Estimated Compensation for Services

\$ 540,724.00

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  
Director, Purchasing  
 Title  
1051 S A Street  
 Street Address  
Oxnard, CA 93030  
 City, State, Zip Code  
mvreyes@oxnardsd.org  
 E-Mail Address  
805-385-1501 x.2410  
 Telephone

Includes the actual District excess cost for Special Education Transportation provided by the Ventura County Office of Education through December 2024.

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	February 2025 Est 50%	May 2025 Est 25%	September 2024 Est Final Billing
BRIGGS	601	103.97	8.14	7.26	7.90%	92.10%	95.76	2.7999%	177,946.90		177,947	88,973	44,487	44,487
HUENEME	602	249.66	26.86	5.48	5.97%	94.03%	234.75	6.8641%	436,244.33	13,631.00	449,875	224,938	112,469	112,469
MESA UNION	603	72.92	6.43	6.39	6.95%	93.05%	67.85	1.9839%	126,085.39		126,085	63,043	31,521	31,521
OXNARD	607	293.90	30.14	5.50	5.99%	94.01%	276.31	8.0791%	513,461.93	27,262.00	540,724	270,362	135,181	135,181
PLEASANT VALLEY	608	178.45	23.00	3.89	4.24%	95.76%	170.89	4.9968%	317,565.81	40,893.80	358,460	179,230	89,615	89,615
RIO	609	194.89	20.86	5.51	6.00%	94.00%	183.20	5.3568%	340,448.25		340,448	170,224	85,112	85,112
SOMIS UNION	612	70.59	7.29	5.65	6.15%	93.85%	66.24	1.9370%	123,102.44	13,631.00	136,733	68,367	34,183	34,183
OXNARD UNION HIGH	616	1268.84	104.43	7.17	7.80%	92.20%	1169.82	34.2051%	2,173,875.72	395,241.00	2,569,117	1,284,558	642,279	642,279
SANTA PAULA UNIFIED	617	352.64	20.43	10.01	10.90%	89.10%	314.22	9.1877%	583,914.48	27,262.00	611,176	305,588	152,794	152,794
CONEJO VALLEY UNIFIED	618	348.77	29.57	6.86	7.46%	92.54%	322.74	9.4368%	599,745.42	258,951.00	858,696	429,348	214,674	214,674
VENTURA UNIFIED	622	164.64	12.57	7.95	8.65%	91.35%	150.39	4.3974%	279,471.27		279,471	139,736	69,868	69,868
OAK PARK UNIFIED	623	183.01	9.14	11.75	12.79%	87.21%	159.61	4.6670%	296,604.51		296,605	148,302	74,151	74,151
MOORPARK UNIFIED	624	229.34	16.00	8.45	9.20%	90.80%	208.23	6.0886%	386,954.75	27,262.00	414,217	207,108	103,554	103,554
TOTALS	(XXXXXX)	3711.62	314.86	91.86	100.00%	XXXXXXX	3420.02	100.0000%	6,355,421.20	804,133.80	7,159,555	3,579,778	1,789,889	1,789,889

REPORT FOR FISCAL YEAR

TRANSPORTATION EXPENSE:	2025-26 Est \$ 11,180,238	2023-24 \$ 9,721,229	2022-23 \$ 7,153,104	2021-22 \$ 6,560,344	2020-21 \$ 6,050,054
TRANSPORTATION ENTITLEMENT:	\$ 4,020,683	\$ 4,020,683	\$ 4,020,683	\$ 2,700,753	\$ 2,700,753
OTHER INCOME:		\$ 18,322		\$ -	\$ 13,046
Total Revenue	\$ 4,020,683	\$ 4,039,005	\$ 4,020,683	\$ 2,700,753	\$ 2,713,799
Excess cost to districts including w/c	\$ 7,159,555	\$ 5,682,224	\$ 3,132,421	\$ 3,859,591	\$ 3,336,255
Less Wheel Chair Assessment	\$ 804,134	\$ 361,011	\$ 379,628	\$ 379,628	\$ 365,166
NET EXCESS COST TO DISTRICTS:	\$ 6,355,421	\$ 5,321,213	\$ 2,752,793	\$ 3,479,963	\$ 2,971,089
Total Transportation Expense Increase(decrease) from prior year	15.01%	18.23%	8.43%	0.95%	

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-85 – Aspiranet – Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

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Aspiranet will provide Special Education services on an “as needed” basis, in accordance with the provisions outlined in students’ Individualized Education Programs (IEPs). These services will include, but are not limited to, individual counseling and therapy, behavioral intervention and support, crisis management and de-escalation, as well as family training and support.

Aspiranet is an established provider of behavioral health, educational support, and family services throughout California. Guided by its mission to build stronger, more resilient children and families, Aspiranet offers comprehensive educational and therapeutic programs tailored to meet the needs of students facing a range of learning and behavioral challenges.

Services will be delivered flexibly to respond to the varying and evolving mental health needs of students in the Oxnard School District. This initiative reflects the district’s ongoing commitment to student and parent well-being, the promotion of positive behavioral development, and the advancement of academic achievement through targeted, individualized support.

Term of Agreement: July 1, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$500,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-85 with Aspiranet – Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-85, Aspiranet - Ventura County Office of Education/SELPA \(20 Pages\)](#)

## **OSD AGREEMENT #25-85**

### **MEMORANDUM OF UNDERSTANDING BETWEEN ASPIRANET, LOCAL EDUCATIONAL AGENCY, AND VENTURA COUNTY OFFICE OF EDUCATION / SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S SPECIAL EDUCATION MENTAL HEALTH SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2025 by and among the Local Educational Agency (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

Whereas, VCOE/SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education, in accordance with the Individuals with Disabilities Education Act (IDEA) and pursuant to Education Code sections 56195 *et seq.* and 56205.

Whereas, LEA may and does contract with CONTRACTOR for the provision of educationally related mental health services, specifically for Collaborative Educational Supports (COEDS), to students pursuant to individualized education programs.

Whereas, SELPA is part of the VCOE which is the responsible local agency to perform functions such as receipt and distribution of funds, provision of administrative support and coordination of implementation of the local plan, pursuant to Education Code section 56195.1(c)(2).

NOW, THEREFORE, it is agreed as follows:

#### **1. ARRAY OF SERVICES**

CONTRACTOR will provide Collaborative Educational Supports (COEDS) which is Educationally Related Social Emotional Services to LEA students as determined by their IEP team and who have needs that interfere with the student's ability to access their Free and Appropriate Education (FAPE). COEDS is not a "stand alone" service, and is intended to supplement Educationally Related Social Emotional Services (ERSes) by addressing the target behavior(s) or symptom(s) that are jeopardizing the student's access to their FAPE in collaboration with school staff. These behaviors require one-to-one assistance and may put the student at risk of residential treatment services. COEDS is an intensive one to one, face to face, treatment intervention.

#### **2. POPULATION/CACHEMENT AREA TO BE SERVED**

COEDS 1, 2 & 3: Students who attend LEA members within the Ventura County SELPA including charter schools who are having difficulty accessing FAPE and who are authorized for services by the IEP team. Includes all school districts within Ventura County and Las Virgenes Unified School District.

#### **3. CLIENT DESCRIPTION/CHARACTERISTICS**

COEDS 1, 2 & 3: All Ventura County LEA students who receive SES services, under the age of 22, and have not yet obtained a regular high school diploma, who meet any of the following criteria:

- Student with academic challenges related to behavioral or attendance

difficulties

- Student with academic difficulties due to issues/stressors at home.
- Student with poor peer interactions/relationships.
- Student and their families at risk of SARB action.
- Student at risk of residential placement.

o **COEDS OPTION 1:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive behavioral services to address student behavioral challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals. COEDS Option 1 is staffed by a Program Manager who is either licensed with the Board of Behavioral Science (BBS) or holds a BCBA credential and one or more Behavioral Specialists with a bachelor's degree in a related field. Behavioral Specialists will be trained to provide COEDS Option 1 services, and will be known as the Youth Partner.

o **COEDS OPTION 2:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive Community Based services (home, school, etc.) to ameliorate the home and family challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals.

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

o **COEDS OPTION 3:** COEDS Option 3 services are more intensive and may be longer term than Option 2 but provide similar Community Based services, addressing needs of both student and family that keep the student from accessing their FAPE and from meeting their social/emotional IEP goals. The team includes: 1.) a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field 2.) a Parent Partner, and 3.) a Bachelor's level Youth Partner.

\*After hours On-Call Support services for Option 2 & 3 students at \$150 per student as utilized.

#### **4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION**

All services must be coordinated with ongoing SES offered in the school setting.

If this is not the case, services must be approved by LEA Special Education Director or designee as assigned. All services must be specified in the IEP.

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit a COEDS authorization form to Aspiranet COEDS with LEA.

## 5. COEDS SERVICE OPTIONS

### COEDS OPTION 1

#### 1. PROGRAM GOALS:

- To provide the student and/or family with skills to effectively manage the behavior/s or symptom/s that are barriers to the student accessing their FAPE; and to implement and support the interventions, reinforcement and teaching of positive replacement behaviors specified in the Behavior Intervention Plan (BIP)/Comprehensive Behavior Intervention Plan (CBIP) in the home and community.

#### 2. INTERVENTION STRATEGIES:

- Teach/support student in using coping strategies to reduce impulsive behaviors.
- Teach/support student in using appropriate responses to stressful situations.
- Assist in the implementation of the BIP/CBIP at home (helping parent implement interventions, contingencies and reinforcement).
- Support regular school attendance.
- Teach and support student in use of pro-social skills and community competencies.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued.

#### 3. TREATMENT SERVICES:

- Mode of service: Community Based Services.
- Contracted units of service by type:

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2025-2026 (July 1 -June 30)	COEDS 1	4-5  With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:
  - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the students; and

- Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the problem behaviors.
- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner  Clinical Supervisor  Lead Youth Partner (Supervisor)  COEDS Program Manager	<p>Youth Partner will begin individual meetings with student at the frequency determined by the IEP team from 1-2 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</p> <ul style="list-style-type: none"> <li>Youth Partner will provide behavioral interventions to support the BIP/CBIP.</li> </ul> <p>Monthly reviews of progress will be conducted in collaboration with COEDS staff members, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</p> <ul style="list-style-type: none"> <li>At end of hours specified on IEP, if COEDS staff believe the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed.</li> <li>Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager.</li> <li>Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent.</li> </ul>	120 days *longer with approval of extension

Data Entry, Orientation and Discharges: The CONTRACTOR will be responsible for entering into a tracking system, within 72 hours of occurrence, Student Information, Orientation and Discharge documentation as well as documentation of services provided.

### **Procedure for COEDS 1 Referral and Authorization**

1. Intensive School Based Therapist and School District Staff complete COEDS Student Profile and forward to Aspiranet with Referral Consent form, a copy of the student's most recent IEP with Social/Emotional IEP goals, the student's Psychoeducational report including SES assessment, three months of IEP progress reports, student's BIP, and if applicable, a copy of the Intensive School Based Therapist's Individual Services Support Plan (ISSP).
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. If agreed by team, IEP to specify number of hours of each COEDS service. COEDS is included in the Offer of FAPE.
5. Initial COEDS meeting scheduled with the family at IEP meeting.
6. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with cc/ to LEA.
7. COEDS will assign the case to COEDS Options 1 staff. Aspiranet COEDS will offer an orientation meeting on the start date specified on the IEP and will create the Implementation plan with the COEDS Clinician. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
8. Aspiranet COEDS will complete a COEDS Monthly Review form for each of the students. The Intensive School Based Therapist, Special Education Case Manager, COEDS Clinician, the student, their family/guardian and the Behavioral Specialist will meet monthly to review student's progress with IEP goals. The review form is to be maintained in the student's Aspiranet chart and a copy is given to the Special Education Case Manager to be kept in student's file.
9. Aspiranet COEDS will provide a monthly service log to District Administrator.
10. Services may not be less than the amount specified on the IEP.
11. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Satisfaction Survey and three month IEP progress reports). These procedures shall be completed during the initial orientation and at final meeting with the family.
12. Upon completion of specified hours of service, a service summary discharge form will be completed and submitted to the COEDS Program Manager.

13. Aspiranet COEDS to submit copy of discharge summary to LEA Special Education Director and/or designee as assigned.
14. Aspiranet COEDS will submit Service Logs, documenting hours of each service, to School District Special Education Director and SELPA Associate Superintendent monthly.

## **COEDS OPTION 2 & 3**

### **1. PROGRAM GOALS:**

To provide the family and student with the education and skills to ameliorate the challenges facing the student in accessing their FAPE

COEDS services cannot be provided solely:

- For the convenience of the family or other caregivers, physician, or teacher;
- To provide supervision or to assure compliance with terms and conditions of probation;
- To ensure the student's physical safety or the safety of others, (e.g., suicide watch); or
- To address conditions that are not part of the student's mental health condition or do not support the student's access to FAPE

COEDS services are not for:

- Students who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day;
- Students who are not likely to be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.

### **2. INTERVENTION STRATEGIES:**

- Assist family in finding strategies and supports for a more stable parent-child relationship and home life.
- Teach student and family conflict resolution skills.
- Model and support parent/child communication skills.
- Assist families in supporting regular school attendance.
- Teach student skills to use in the school environment that support more successful academic and social experiences.
- Assist families in identifying and accessing community resources which can help them in supporting their child.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued, and provide a two month follow up period to provide support as needed.

### **3. TREATMENT SERVICES:**

- Mode of Service: Community Based Services.
- Contracted units of service by type.

Service Year FY 2025-2026 (7/1/25 – 6/30/26)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	Approx 9- 12+ Months	Parent Support Social Work Services Behavioral Interventions

\*Unit of service calculated by cost of team/student

- Location: Community based as determined by the needs of the family and child. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and child and may include nights at minimum of minutes specified in the IEP.
- Three important components of delivering COEDS 2 and 3 services include:
  - Developing a Family Support plan in collaboration with the Student and student's parents/guardian. The plan clarifies needs not being met that keep the student from meeting social/emotional IEP goals and identifying interventions and supports that will be used to address the social/emotional IEP goals.
  - 24/7 On-call Support Services to be specified on the student's IEP if needed, or to be added after consultation between COEDS Program Manager and LEA Administrator.
  - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the student.

Option	Staff Assigned	Service Provided	Avg. Duration
Option 2	Parent Partner  Family Case Manager  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Development of Family Strengths Assessment</li> <li>• Development of Safety and Crisis Plan and resources</li> <li>• Development of Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on implementation of social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Provide support for family with accessing community based supports and resources</li> <li>• Provide support for family with coordination of service providers</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding and coping with the special needs of their child and providing parents with information about child development</li> <li>• Connect student with educational, behavioral, and vocational community supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA</li> </ul>	6-8 months *based upon IEP team decision

Option	Staff Assigned	Service Provided	Avg. Duration
Option 3	Parent Partner  Family Case Manager  Youth Partner* *(to provide implementation of behavioral interventions)  Lead Youth Partner  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Develop Family Strengths Assessment</li> <li>• Develop Safety and Crisis Plan and resources</li> <li>• Develop Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide behavioral interventions in the home/community to be supplemental to those provided in school and as agreed upon by Special Education Case Manager, Intensive School Based Therapist, student and family and COEDS team monthly at scheduled School FST</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding the special needs of their child and providing parents with information about child development</li> <li>• Support student with educational, behavioral, and vocational community supports and resources</li> <li>• Assist family in accessing community-based supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA.</li> </ul>	8-12 months *based upon IEP team decision

### **Procedures for COEDS Option 2 & 3 Referral and Authorization**

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, most recent IEP progress reports, Individual Services Support Plan (ISSP), most recent psycho- educational assessment report including ERSSES Assessment, and COEDS Authorization form
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP, but there are no minimum hours of service.) An end date is recommended. COEDS services are noted in the Offer of FAPE.
5. An initial contact will be attempted within 72 hours of services being added to student's IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager, and or District Representative, if unable to make contact.
6. COEDS will assign the case to COEDS Options 3 staff. Aspiranet COEDS will offer an orientation meeting on the start date specified on the IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
7. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
8. Aspiranet COEDS shall develop a strength-based family support plan within 60 days of orientation. The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
9. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.
10. Aspiranet COEDS shall provide a summary of the weekly minutes from the Family Support Team Meetings to Special Education Case Manager on a monthly bases to be placed in the student's file.
11. Aspiranet COEDS to provide the number of hours of Social Work Services

and Behavioral Intervention Services as specified on the IEP.

12. If Aspiranet COEDS feels additional hours are needed, will communicate with Special Education staff about convening an IEP meeting to discuss the need. IEP will be revised if agreed upon by team.
13. Parent supports will be provided weekly.
14. IEP will convene every 6 months to review COEDS services.
15. Aspiranet COEDS representative to attend all IEP meetings.
16. Aspiranet COEDS shall establish and implement procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse and neglect. Such compliance is required even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions code, to report such abuse or neglect.
17. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Matrix Scale, three month IEP progress reports and Satisfaction Survey). These procedures shall be completed during the initial orientation and at final meeting with the families.
18. When IEP team agrees services are no longer needed, a service summary discharge form is to be completed and submitted to the LEA Special Education Director and/or designee as assigned and the Associate Superintendent.
19. Service Logs, documenting hours of each service, will be forwarded to special education Case Manager and School District Administrator.

## 6. FUNDING OF SERVICES

- a) **LEA** agree to reimburse **CONTRACTOR** for the provision of all **COEDS** services which it provides pursuant to a student's individualized education program.
- b) **Payment and Expenses.** All payments due to **CONTRACTOR** are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference. The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between **VCOE/SELPA** and **LEA**.
- c) **EPSDT FUNDING**
- d) If the student is Medi-Cal eligible, **Aspiranet COEDS** will bill Medi-Cal units to offset the costs for **LEA** up to maximum **EPSDT** funded amount. Example of Medi-Cal services possibly billed include: Case Management, Collateral and Rehabilitation services.
- e) If the student is Medi-Cal eligible, the initial entry and admission into the system will be done by **Aspiranet COEDS** using the **SMARTCARE** system. If initial admission was done already by another agency, an update to the existing data will be done by **Aspiranet COEDS**.
- f) If Medi-Cal eligible, the discharge will also be entered into the Electronic Medi-Cal records by **Aspiranet COEDS** using the **SMARTCARE** system.
- g) **Aspiranet COEDS** shall negotiate and execute a contract with the County's Behavioral Health Department (**BHD**) for payment of Medi-Cal and **EPSDT** eligible services such as mental health services, case management, etc. that may be needed for certain **COEDS** students.
- h) **Aspiranet COEDS** shall comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
- i) Any service provided by **Aspiranet COEDS** will be entered into the **SMARTCARE** system within 72 hours of service provision.

## 7. SCHEDULE OF FEES

**COEDS I:** Children/youth in Option 1 services will be invoiced at a rate of \$545.49 per week, reflecting the cost of ten hours per week for an assigned Youth Partner and a proportional cost of clinical supervision across all Option 1 clients.

**COEDS 2 and 3:** The cost of services described below per student in each Option.

<b>Staff Type</b>	<b>Unit type</b>	<b>Cost per unit type</b>
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students)  Per student cost	  <b>\$746.46/week per student</b>
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students)  Per student cost	  <b>\$957.00/week per student</b>
24/7 On-Call Support Services *as needed		\$150.00 per on-call support event

## **8. BILLING & PAYMENT PLAN**

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.
- o Each LEA will pay the CONTRACTOR within 30 days of the invoice date, which will be issued by the 15<sup>th</sup> day of the next month after services is provided at the address associated on the invoice.
- o The LEA invoices will include a detailed list of each client, tier of service and rate. The invoice will include an aggregate offset in the amount of the monthly Medi-Cal services provided for the clients in the school district as stipulated in Section 6. FUNDING OF SERVICES.

## **9. NON ENGAGEMENT**

Aspiranet COEDS staff will inform school districts of clients/families that are not engaged in services through submission of Service Logs, during monthly SFST meetings, and monthly Regional meetings. During this time, all assigned staff members and/or identified COEDS staff member will continue to reach out to the clients/families to offer services, attend IEP meetings, and collaborate with the school team and school district. After 30-days of consistent non-engagement (i.e., not agreeing to meetings, not returning communication) that is not due to illness, vacation, or hospitalization, the school district will decide if they wish to: 1) continue to have all assigned staff members continue to attempt to engage client/caregivers in service weekly and document their attempts (continue weekly rate identified based on Option), 2) continue to have one staff member attempt to engage client/caregiver in service weekly, document attempts and remove any remaining assigned staff from case (\$150 a week cost), or 3) remove client from COEDS service and reassign all staff assigned to case (no longer bill for client). If the client had previously been removed from services and requests to re-engage in services, staff will be assigned to the client with attempt to reassign team members if they are available and the client/family prefers.

## **10. REPORTING REQUIREMENTS**

Aspiranet COEDS shall submit cumulative performance reports to the LEA Contract Monitor to be presented to the ERSSES Oversight Committee and/or Regional Meetings.

## **11. MEETINGS/COMMUNICATIONS**

- o The Primary Contact is the LEA Special Education Director or designee and the Director of Personnel Development Ventura County SELPA. The Director shall meet twice monthly with VCBH Designated Contract Monitor and Aspiranet COEDS representatives for the contract term. The purpose of these meetings shall be collaborative case management and problem-solving on behalf of the LEAs.
- o Monthly Regional meetings will be held at the discretion of the SELPA and LEAs.

## **12. DESIGNATED CONTRACT MONITOR**

SELPA Associate Superintendent will meet as needed with Aspiranet Management to oversee implementation of the contract, discuss contract issues, evaluate contract usage and effectiveness, discuss possible expansion of COEDS program, and make recommendations for contract modifications as needed and agreed upon by both the Contract Monitor and the Aspiranet COEDS.

### **13. PRIVACY**

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

### **14. STUDENT DATA PRIVACY**

CONTRACTOR, VCOE/SELPA and LEA acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the VCOE/SELPA pursuant to compliance with all applicable statutes, including the FERPA, Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h; Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, Student Online Personal Information Protection Act (SOPIPA) found at California Business and Professions Code section 22584, AB 1584, found at the California Education Code Section 49073.1 and other applicable California State laws which may be amended from time to time.

### **15. INDEMNIFICATION**

To the fullest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless VCOE/SELPA, and LEA its governing board, officers, administrators, managers, agents, employees, independent CONTRACTORS, subcontractors, consultants, and/ or volunteers from and against any and all, claims, demands, costs, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained rising out of activities of the CONTRACTOR or those of any of its officers, agents, employees, participants, vendors, customers, or subcontractors of the CONTRACTOR, whether such act or omission is authorized by this MOU or not. CONTRACTOR also agrees to pay for any and all damages to real and personal property of the VCOE/SELPA and LEA, or loss or theft of such property, or damage to the property done or caused by such persons. VCOE/SELPA and LEA assumes no responsibility whatsoever for any property placed on VCOE/SELPA and LEA premises by CONTRACTOR, CONTRACTOR agents, employees, participants, vendors, customers, or subcontractors. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/SELPA and LEA. The provisions of the indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the VCOE/SELPA and LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This indemnification provision shall survive the term of this MOU and is in addition to any other rights or remedies that CONTRACTOR, VCOE/SELPA or LEA may have under law and/or the MOU.

### **16. REQUIRED INSURANCE**

a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that

CONTRACTOR is legally self-insured for its general liability, property damage, and abuse and molestation risk for one million dollars (\$2,000,000.00) per occurrence and two million dollars (\$4,000,000.00) aggregate. CONTRACTOR's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the CONTRACTOR or its Providers or any person acting for the CONTRACTOR or under the CONTRACTOR'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this Agreement.

- b. Workers Compensation Insurance: CONTRACTOR is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance covering its Providers in the following amounts:  
**Mental Health Services: \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate**
- d. Automobile Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. CONTRACTOR will provide to VCOE annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with VCOE on or before commencement of Services under this Agreement.
- g. VCOE Named as Additional Insured. CONTRACTOR'S and any and all of its Provider's commercial general liability insurance shall name VCOE, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by CONTRACTOR and its Providers for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Agency and Provider for all claims made.
- i. Failure to Procure Insurance. Failure on the part of CONTRACTOR or its Providers to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Agreement.

#### **17. LEGAL FEES**

In the event CONTRACTOR and/or its Agency is named as a party to a due process hearing, LEA will pay for the legal fees incurred by CONTRACTOR and/or its Agency.

#### **18. NON-EXCLUSIVITY**

During this term of this MOU, VCOE/SELPA and LEA may, independent of its relationship with CONTRACTOR, and without breaching this MOU or any duty owed by CONTRACTOR, contract with other individuals and entities to obtain the same or similar services as CONTRACTOR and its Providers are rendering for VCOE/SELPA and LEA's.

#### **19. INTEGRATION**

This MOU represents the entire understanding of VCOE/SELPA, LEA and CONTRACTOR as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by all parties hereto.

#### **20. LAWS AND VENUE**

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

#### **21. FORCE MAJEURE**

In the event that the delay or failure of a Party to comply with any obligation created by this MOU results from force majeure, all obligations of both Parties under this MOU shall be suspended for so long as the force majeure condition continues. If the delay or failure caused by such force majeure condition shall continue for more than thirty (30) days, either Party shall have the right to terminate this MOU by giving notice to the other Party of its election to terminate, without thereby incurring any obligation to compensate the other Party. For the purposes of this MOU, the term "force majeure" shall mean any event beyond the control of either of the Parties, including, without limitation, fire, flood, geological disaster, riots, strikes, epidemics, war (declared or undeclared, and including the continuation, expansion, or new outbreak, of any war or conflict in effect as of the date of execution of this MOU), embargoes, and governmental actions or decrees, whether or not made as a result of war.

#### **22. THIRD PARTY RIGHTS**

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than VCOE/SELPA, LEA and CONTRACTOR.

#### **23. SEVERABILITY**

The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

#### **24. TERM**

This MOU shall be in effect from July 1, 2025, through June 30, 2026. This MOU shall terminate as of the close of business on June 30, 2026. However, this MOU may be extended by mutual written agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

## **25. DISPUTE RESOLUTION**

CONTRACTOR, VCOE/SELPA and LEA agree that the following process will be used to address disputes on the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2025, and for any extension of this MOU beyond June 30, 2026, CONTRACTOR, VCOE/SELPA and LEA will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding CONTRACTOR, VCOE/SELPA and LEA mediation. The parties will use the following process:

- a) A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party and the mediator.
- b) If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the mediator be contacted to schedule a mediation-between the agencies.
- c) No later than thirty (30) calendar days after mediation a resolution plan between the two agencies will be developed.
- d) The responsible CONTRACTOR, VCOE/SELPA and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e) The costs for this service shall be shared equally between the CONTRACTOR, VCOE/SELPA and LEA.

## **26. IMPLEMENTATION RESPONSIBILITY**

The signatories of this MOU or their designee shall be responsible for assuring the agreements included in this MOU are implemented.

Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers in the County of Ventura, California.

**OXNARD ELEMENTARY SCHOOL  
DISTRICT**

**ASPIRANET**

BY

BY

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(authorized signature)

Melissa Reyes, Director, Purchasing

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Revisions to BP/E 4040 Employee Use of Technology (DeGenna)**

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The BP/E 4040 Employee Use of Technology has been updated based on recommendations by CSBA (California School Boards Association). The revisions to this policy focus on Artificial Intelligence (AI). New language is added in red font. The revised policies will be presented for a second reading and adoption at the June 18, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to BP/E 4040 Employee Use of Technology for first reading, as presented. The revised policies will be presented for a second reading and adoption at the June 18, 2025 Board Meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 4040 \(6 pages\)](#)  
[4040-E \(4 pages\)](#)

**Policy 4040: Employee Use Of Technology**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 06/18/25 | **Last Reviewed Date:** 06/18/2025

The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting district and school operations, and improving access to and exchange of information. The Board encourages employees to learn to use the available technological resources related to their position that will assist them in the performance of their job responsibilities. The Board may require knowledge of technology specific to job positions that require higher levels of skills in technology. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment.

Employees shall be notified that computer files and electronic communications, including email and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority.

*District technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including artificial intelligence (AI) apps; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.*

*Employees shall review the prohibited and permitted uses of technology as specified in Board Policy 5131.9 - Academic Honesty, be responsible for the appropriate use of technology, and use district technology primarily for purposes related to their employment consistent with board policies and administrative regulations.*

*An employee may use technology, including AI apps, to assist the employee in the performance of the employee's professional duties, including, but not limited to, the following specific tasks: developing syllabi, creating curriculum, reviewing student work, suggesting instructional strategies, and researching academic content or instructional techniques. Any employee using technology, including AI, shall review and be responsible for any final product or document; not share confidential student records with a third party, such as an AI app, except as permitted by law; and use the technology in accordance with Board Policy 6162.6 - Use of Copyrighted Materials, and in a manner otherwise consistent with law, board policies, and administrative regulations. If an employee is unsure about the appropriate use of technology, the employee shall confer with the Superintendent or designee before using.*

*As determined by the Superintendent or designee, employees shall receive professional development in the appropriate use of these resources, including in the use of AI apps.*

*The Superintendent or designee shall establish an Acceptable Use Agreement which outlines*

employee obligations and responsibilities related to the use of district technology, including the use of AI apps. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, display, or otherwise engage with harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 - District Records.

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any district technology, as defined above, even when using their personal devices. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records, including communications, maintained on any personal accounts or devices used to conduct district business are subject to disclosure at the district's request, and pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, board policy, and administrative regulation.

Employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. (Labor Code 1139)

## Online/Internet Services

The Superintendent or designee shall ensure that all district computers and mobile devices with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

To ensure proper use, the Superintendent or designee may monitor employee usage of technological resources, including the accessing of email and stored files. Monitoring may occur at any time without advance notice or consent.

The Superintendent or designee shall establish administrative regulations and an Employee Acceptable Use Agreement (Exhibit 4040) which outlines employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood the district's Employee Acceptable Use Agreement.

## Use of Cellular Phone or Mobile Communications Device

An employee shall not use a cellular phone or other mobile communications device for personal use while on duty, except in emergency situations and/or during scheduled work breaks.

Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate.

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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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Gov. Code 11549.3	<a href="#">Cybersecurity</a>
Gov. Code 3543.1	<a href="#">Rights of employee organizations</a>
Gov. Code 7920.000-7930.170	<a href="#">California Public Records Act</a>
Labor Code 1139	<a href="#">Emergency assistance</a>
Pen. Code 502	<a href="#">Computer crimes; remedies</a>
Pen. Code 632	<a href="#">Eavesdropping on or recording confidential communications</a>
Veh. Code 23123	<a href="#">Wireless telephones in vehicles</a>
Veh. Code 23123.5	<a href="#">Mobile communication devices; text messaging while driving</a>

Veh. Code 23125

### **Federal**

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

### **Management Resources**

California Department of Education

Publication

Court Decision

Court Decision

Publication

U.S. Department of Education

Publication

USDOE Office of Educational  
Technology Publication

Website

Website

Website

Website

Website

Website

Website

[Wireless telephones in school buses](#)

### **Description**

Student Support and Academic Enrichment Grants

[Internet Safety](#)

[Internet safety policy and technology protection measures;  
E-rate discounts](#)

### **Description**

[Artificial Intelligence: Learning With AI Learning About AI](#)

[City of San Jose v. Superior Court \(2017\) 2 Cal.5th 608](#)

[City of Ontario v. Quon et al. \(2010\) 000 U.S. 08-1332](#)

[Guidelines for AI integration throughout education in the  
commonwealth of Virginia](#)

[2024 National Education Technology Plan](#)

[Artificial Intelligence and the Future of Teaching and  
Learning: Insights and Recommendations, May 2023](#)

[California Governor's Office of Emergency Services](#)

[CSBA District and County Office of Education Legal Services](#)

[Federal Communications Commission](#)

[American Library Association](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education](#)

## **Cross References**

### **Code**

0410

0440

0440

1100

1113

1113

1340

1340

2121

### **Description**

[Nondiscrimination In District Programs And Activities](#)

[District Technology Plan](#)

[District Technology Plan](#)

[Communication With The Public](#)

[District And School Websites](#)

[District And School Websites](#)

[Access To District Records](#)

[Access To District Records](#)

[Superintendent's Contract](#)

3512	<a href="#">Equipment</a>
3512-E PDF(1)	<a href="#">Equipment</a>
3516.2	<a href="#">Bomb Threats</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4032	<a href="#">Reasonable Accommodation</a>
4113.5	<a href="#">Working Remotely</a>
4119.1	<a href="#">Civil And Legal Rights</a>
4119.11	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
4119.11	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.23	<a href="#">Unauthorized Release Of Confidential/Privileged Information</a>
4119.25	<a href="#">Political Activities Of Employees</a>
4119.25	<a href="#">Political Activities Of Employees</a>
4131	<a href="#">Staff Development</a>
4136	<a href="#">Nonschool Employment</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.1	<a href="#">Civil And Legal Rights</a>
4219.11	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
4219.11	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards - Code Of Ethics</a>
4219.23	<a href="#">Unauthorized Release Of Confidential/Privileged Information</a>
4219.25	<a href="#">Political Activities Of Employees</a>
4219.25	<a href="#">Political Activities Of Employees</a>
4231	<a href="#">Staff Development</a>
4236	<a href="#">Nonschool Employment</a>
4319.1	<a href="#">Civil And Legal Rights</a>
4319.11	<a href="#">Sex Discrimination and Sex-Based Harassment</a>

4319.11	<a href="#"><u>Sex Discrimination and Sex-Based Harassment</u></a>
4319.21	<a href="#"><u>Professional Standards</u></a>
4319.21	<a href="#"><u>Professional Standards</u></a>
4319.21-E PDF(1)	<a href="#"><u>Professional Standards</u></a>
4319.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4319.25	<a href="#"><u>Political Activities Of Employees</u></a>
4319.25	<a href="#"><u>Political Activities Of Employees</u></a>
4336	<a href="#"><u>Nonschool Employment</u></a>
5125	<a href="#"><u>Student Records</u></a>
5125	<a href="#"><u>Student Records</u></a>
5125.1	<a href="#"><u>Release Of Directory Information</u></a>
5125.1	<a href="#"><u>Release Of Directory Information</u></a>
5125.1-E PDF(1)	<a href="#"><u>Release Of Directory Information</u></a>
5131.9	<a href="#"><u>Academic Honesty</u></a>
6116	<a href="#"><u>Classroom Interruptions</u></a>
6162.6	<a href="#"><u>Use Of Copyrighted Materials</u></a>
6162.6	<a href="#"><u>Use Of Copyrighted Materials</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4-E PDF(1)	<a href="#"><u>Student Use Of Technology</u></a>

## OXNARD SCHOOL DISTRICT

### EMPLOYEE ACCEPTABLE USE AGREEMENT

The Oxnard School District, hereinafter referred to as OSD, provides quality services and support for life-long learning opportunities. OSD collaborates to build relationships with local educational institutions and other government and private sector entities to provide leadership, service, and support for all learners. This will be accomplished through the following four goals:

1. Provide, promote, and support environments that result in world-class learning;
2. Secure and develop resources (human, fiscal, and information) that support and promote our mission;
3. Develop and maintain an organization based on teamwork, trust, communication, commitment, and competence; and
4. Optimize customer satisfaction.

OSD has a strong commitment to providing a quality education for its students, including access to and experience with technology. Our District's goals for technology in education include promoting educational excellence in schools by facilitating resource sharing, innovation, and communication; providing appropriate access to all students; supporting critical and creative thinking; fully integrating technology into the daily curriculum; promoting collaboration and entrepreneurship; and preparing students and educators to meet the challenge of a highly technological and information-rich society.

OSD recognizes that technology can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. OSD provides a wide range of technological resources, including staff Internet access for the purpose of advancing the educational mission of OSD. All employees are expected to learn and use the available technological resources that will assist them in the performance of their job responsibilities.† The level of access provided coincides with the requirements of each employee's job functions. These resources are provided at the public's expense and maintained by OSD and therefore are to be used by members of the OSD community with respect for the public trust through which they have been provided. OSD intends to maintain a nonpublic forum, and the forums created by use of its technological equipment are reserved for the Oxnard School District's intended purposes.

OSD periodically updates technology standards according to Board Policies and Administrative Regulations. Staff members who agree to abide by these defined standards will have access to appropriate, available resources, with guidance and support provided by the Technology Services Department.

Board Policy and Administrative Regulation 4040 established ethical standards for the use of technology and technological resources in our schools and offices. Board policies apply to all OSD staff, whether or not they come into direct contact with students, and cover all technology used while acting in their capacity as a OSD staff member. This Acceptable Use Policy provides direction regarding the appropriate and inappropriate use of technology:

† During the performance of duties

–i While at a OSD location

–i While using OSD equipment and/or accessing OSD resources.

Successful operation of such resources requires that all users conduct themselves in a responsible, confidential, ethical, decent, and polite manner, consistent with OSD Mission and Goals, as well as existing and applicable statutes. This Acceptable Use Policy does not attempt to articulate all required or prohibited behavior by users. Additional guidance and support is provided by the Technology Services Department.

This document provides direction to OSD employees regarding electronic communications such as electronic mail, social networking, and publishing web pages on the Internet through OSD or other web servers. Considerations reflected in this document are:

1. Protecting the welfare of children
2. Protecting every individual's right to privacy
3. Protecting intellectual and property rights
4. Respecting the rights of children's parents/guardians
5. Assuring web resources are used to promote our District's educational goals
6. Assuring web resources are of the highest quality and are organized, well-designed, and easy to navigate.

Unacceptable behaviors include but are not limited to: creation and transmission of offensive, obscene, or indecent material; creation of defamatory material; plagiarism; infringement of copyright, including software, published texts, and student work; political and/or religious proselytizing; transmission of commercial and/or advertising material; and creation and transmission of material that a recipient might consider disparaging, harassing, and/or abusive based on actual or perceived characteristics such as race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

OSD employees must follow OSD protocols when using OSD technological resources. Modification of such resources must be accomplished with guidance and support provided by the Technology Services Department. For example, an OSD employee may not download any software or electronic files without implementing virus protection measures that have been approved by OSD. An employee may not intentionally interfere with the normal operation of the network, including the propagation of computer viruses and unsanctioned high-volume network traffic that substantially hinders others in their use of the network.

This includes causing congestion or disruption of the OSD network through inappropriate downloads of large files, streaming audio/video, or other such activities. An OSD employee may not examine, change, or use another person's files, output, records, or user name for which they do not have explicit authorization. An OSD employee may not perform any other inappropriate uses identified by the network administrator.

OSD employees, during the performance of duties, must obey all applicable laws and must follow rules of professional conduct. OSD is committed to meeting the provisions established in the Family Educational Rights and Privacy Act (FERPA), which protects the rights of students regarding education records. OSD is committed to meeting the provisions established in the Health Insurance Portability and Accountability Act (HIPAA), which protects the rights of students and employees regarding protected health information. When technology resources are used to transmit confidential information about students, employees, and/or OSD business, all appropriate safeguards must be used.

OSD is committed to meeting the provisions established in the Children's Internet Protection Act (CIPA), which protects the safety and privacy of minors. Consequently, OSD uses appropriate filtering technology to monitor and screen access to the Internet, in an attempt to prevent online access to materials that are obscene, contain child pornography, or are harmful to minors. In compliance with California legislation and E-Rate1, OSD addresses the appropriate and ethical use of information technology in the classroom so that students and teachers can distinguish lawful from unlawful uses of copyrighted works, including the following topics: the concept and purpose of both copyright and fair use; distinguishing lawful from unlawful downloading and peer-to-peer file sharing; and avoiding plagiarism. OSD provides for the education of minors about Internet safety, including appropriate online behavior that encompasses interacting with other individuals on social networking sites and in chat rooms, cyberbullying awareness and response, and protecting online privacy and avoiding online predators.

A Oxnard School District employee, acting in an individual capacity and outside the scope of employment, may, during nonworking time, express views and opinions that do not necessarily state or reflect those of OSD. Any such expression shall neither state nor imply that it is made on behalf of OSD. An OSD employee shall not communicate information otherwise prohibited by OSD policy or procedures using technological resources.

An OSD employee does not have an expectation of privacy in workplace electronic communications. Computer files and communications over electronic networks, including e-mail, voice mail, and Internet access, are not private. To ensure proper use, the Superintendent/designee may monitor OSD's technological resources, including but not limited to e-mail, voice mail systems, **use of artificial intelligence**, and Internet usage, at any time without advance notice or consent and may copy, store, or delete any electronic communication or files and disclose them to others as it deems necessary or required by law. A OSD employee acting within the scope of employment, should conduct OSD business only on OSD sanctioned systems. A OSD employee may not consume time on non OSD business, and the employee's use of OSD equipment is expected to be related to OSD's goals of educating students and/or conducting OSD business. OSD recognizes, however, that some personal use is inevitable and that incidental and occasional personal use that is infrequent or brief in duration is permitted so long as it occurs on personal time, does not interfere with OSD business, and is not otherwise prohibited by OSD policy, procedure, or statute.

Although OSD will make a concerted effort to protect staff from adverse consequences resulting from use of OSD technology resources, all users must exercise individual vigilance and responsibility to avoid inappropriate and/or illegal activities. Users are ultimately responsible for their actions in accessing and using Oxnard School District computers and/or mobile devices and the OSD network. OSD accepts no liability relative to information stored and/or retrieved on OSD-owned technology resources. OSD accepts no liability for employee-owned technology resources used on OSD property.

OSD employees are expected to review, understand, and abide by the policies described in this

document and the accompanying procedures provided by the Technology Services Department. The employee's signature at the end of this document is legally binding and indicates that the party who signed has read the terms and conditions carefully and understands their significance. All employees must review and sign OSD's Acceptable Use Policy annually. OSD supervisors are required to enforce these policies consistently and uniformly. No supervisor has the authority to override the policies unless he or she obtains the written permission of the Superintendent. Signed Acceptable Use Policies are kept on file at OSD. Any employee who violates any provision of this Acceptable Use Policy shall be considered as having acted in an individual capacity and outside the scope of employment and, as such, may be subject to disciplinary action, up to and including termination or criminal prosecution by government authorities.

#### Staff Acceptable Use Policy Acknowledgement

OSD employees are expected to review, understand, and abide by the policies described in this document and the accompanying procedures provided by the Technology Services Department. The employee's signature at the end of this document is legally binding and indicates that the party who signed has read the terms and conditions carefully and

understands their significance. All employees must review and sign OSD's Acceptable Use

Policy annually. OSD supervisors are required to enforce these policies consistently and uniformly. No supervisor has the authority to override the policies unless he or she obtains the written permission of the Superintendent. Signed Acceptable Use Policies are kept on file at OSD. Any employee who violates any provision of this Acceptable Use Policy shall be considered as having acted in an individual capacity and outside the scope of employment and, as such, may be subject to disciplinary action, up to and including termination or criminal prosecution by government authorities.

I have read and understand this Acceptable Use Policy.

Employee Name:

(printed)

Employee Signature:

Date:

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading to BP 5127 Graduation Ceremonies and Activities (Fox)**

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The BP 5127 Graduation Ceremonies and Activities has been updated based on recommendations by CSBA (California School Boards Association) guidelines on this policy focus on high school graduation. New language is added in red font. The deleted language is indicated by a strikethrough. The revised policies will be presented for a second reading and adoption at the June 18, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, that the Board of Trustees receive the revisions to BP 5127 Graduation Ceremonies and Activities for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Policy BP 5127 Graduation Ceremonies and Activities \(3 pages\)](#)

**Policy 5127: Graduation Ceremonies And Activities**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 04/18/2012 | Last Reviewed Date: 04/18/2012

Eighth grade promotion ceremonies shall be held to recognize those students who have successfully completed the required course of study and ~~satisfying~~ **have satisfied** district standards. The Board of Trustees believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

**Honors and Awards**

The Superintendent or designee may identify other school-sponsored awards which may be given during promotion exercises. A separate awards program may be held to recognize promoting students receiving other school and non-school awards.

The Superintendent or designee may require promoting students to wear ceremonial attire, such as **ceremonial gowns** ~~cap and gown, at the ceremony.~~

**Academic Considerations**

Students in the 8th grade will be considered eligible to participate in the intermediate school promotion ceremony when they have met the following criteria:

~~Criteria #1: Students will maintain an overall 2.00 GPA in both the 7th and 8th grade, with no more than one failing grade per grading period.~~

~~OR~~

~~Criteria #2: Students must earn an overall 2.00 GPA in the 8th grade, with NO failing grades.~~

**Students shall be eligible to participate in the promotion ceremony upon earning an overall 2.00 grade point average (GPA) in the 8th grade.**

**Students who do not meet the grade point average eligibility requirement may be eligible to participate in the promotion ceremony by demonstrating academic growth. This determination may include a review of progress, effort, and overall engagement in academic improvement. The school shall consider multiple measures and individual student context.**

**The district affirms that promotion participation is a celebration of each student's educational journey. No student shall be excluded from participation due to individualized learning needs, language development, or extraneous circumstances. The district shall ensure appropriate support and flexibility to uphold equitable and inclusive practices.**

**Disciplinary Considerations**

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in promotion ceremonies and/or activities in accordance with school rules, which provide for due process. Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond. ~~If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision. Parents/guardians may exercise their rights to appeal the principal's decision by contacting the Assistant Superintendent of Educational Services, and if necessary, continuing their appeal to the Superintendent.~~

## Appeal Process

If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision. Parents/guardians may exercise their rights to appeal the school's decision by contacting the Assistant Superintendent of Educational Services, and if necessary, continuing their appeal to the Superintendent.

## Financial Obligations

~~All financial obligations must be cleared prior to participation in the commencement ceremony. Parents/Guardians will be notified prior to the ceremony regarding known financial obligations.~~

This policy is effective beginning with the incoming 7<sup>th</sup> 8<sup>th</sup> grade class of the 2012-13 ~~2025-2026~~ school year.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State

### Description

Ed. Code 35183.1	<a href="#">Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance</a>
Ed. Code 35183.3	<a href="#">Graduation ceremonies; military dress uniforms</a>
Ed. Code 38119	<a href="#">Lease of personal property; caps and gowns</a>
Ed. Code 48904 <a href="#">diplomas, transcripts</a>	<a href="#">Liability of parent or guardian; withholding of grades.</a>
Ed. Code 51225.5 <a href="#">students</a>	<a href="#">Honorary diplomas; foreign exchange and terminally ill</a>
Ed. Code 51410-51413	<a href="#">Diplomas</a>

### Management Resources

### Description

California Department of Education Publication <a href="#">01, July 28, 2017</a>	<a href="#">Pupil Fees, Deposits and Other Charges, Fiscal</a>
<a href="#">Management Advisory 17-</a> Court Decision	<a href="#">Sands v. Morongo Unified School District (1991) 53 Cal. 3d 863</a>
Court Decision <a href="#">290</a>	<a href="#">Santa Fe Independent School District v. Doe (2000) 530 U.S.</a>
Court Decision	Workman v. Greenwood Community School Corporation (2010) Case No. 1:2010cv00293
Court Decision	<a href="#">Lee v. Weisman (1992) 505 U.S. 577</a>
Court Decision	<a href="#">Lemon v. Kurtzman (1971) 403 U.S. 602</a>
Court Decision	<a href="#">Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092</a>
U.S. Department of Education Publication	<a href="#">Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

Website	<a href="#">AASA The School Superintendents Association</a>
Website	<a href="#">Anti-Defamation League</a>
Website	<a href="#">California Department of Education, High School</a>
Website	<a href="#">U.S. Department of Education</a>

## **Cross References**

	<b>Description</b>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5131	<a href="#">Conduct</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
6141.2	<a href="#">Recognition Of Religious Beliefs And Customs</a>
6141.2	<a href="#">Recognition Of Religious Beliefs And Customs</a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**Agenda Section:** Section G: Conclusion

### **Future Agenda Items (DeGenna)**

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The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<b><u>Item</u></b>	<b><u>Proposed Meeting Date</u></b>
Process for input regarding future needs and professional development	8/20/2025
Discussion of public comments process	8/20/2025
Discussion re: opportunities for anonymous feedback	9/3/2025
Discussion of free opportunities for STEM	9/3/2025

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** June 11, 2025

**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:** June 11, 2025

**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:** June 11, 2025

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Salas \_\_\_, Gonzales \_\_\_, Madrigal Lopez \_\_\_, Melanephy \_\_\_, 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, June 6, 2025.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A