

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Kristen Pifko
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, March 25, 2026**

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

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

March 25, 2026

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

A.2. Pledge of Allegiance to the Flag

Adrian Ruiz, 3rd grade student in Mrs. Phenix's class at Sierra Linda School, will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Nathan Martinez and in Spanish by Alexa Rodriguez. Both are 4th grade students in Ms. Alvarado's class at Sierra Linda School.

A.4. Presentation by Sierra Linda School

Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. 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 ____, Madrigal Lopez ____, Robles-Solis ____, Gonzales ____, Melanephy ____

A.6. Presentation: Parent Complaints and Grievances (Carroll)

The Assistant Superintendent of Human Resources will present an overview of the District's processes for addressing parent complaints and grievances.

A.7. 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.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274

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

- Y.V. v. Oxnard SD, Case #GHC0058142
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 54956.8 of the Government Code:
 - Conference with Real Property Negotiators
 - Property: 955 South A Street, Oxnard, CA 93030
 - Agency Negotiator: Kristen Pifko, Assistant Superintendent, Business & Fiscal Services
 - Negotiating parties: McGaelic Group LLC
 - Under negotiation: Price & Terms
 3. 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
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.9. Report Out of Closed Session

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

A.10. Update on Immigration Impact (DeGenna)

The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

A.11. Update: Budget Advisory Committee (Pifko)

The Assistant Superintendent, Business and Fiscal Services, will provide an update on the Budget Advisory Committee.

A.12. Discussion re: Process for Naming Schools and Memorials (DeGenna)

The Board of Trustees will hold a discussion regarding the process for naming schools, as well as for memorials at district sites. Following discussion, the Board may make a determination on whether to recommend changes.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments. Board members cannot respond to 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. Los miembros de la Mesa Directiva no pueden responder a los comentarios.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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. Approval of Change Order No. 005 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters that the Board of Trustees approve Change Order #005 to Agreement #24-143 with Viola Constructors, Inc., for miscellaneous Proposed Change Orders, in the amount of \$134,321.31, to be paid out of Measure I Bond Funds.

C.3. Approval of Allowance Allocation #8 from Amendment #002 to Construction Services

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

Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Contractors, LLC to Provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #8 from Amendment #002 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Contractors, LLC to Provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project, in the amount of \$430,551.25 at no recommended increase to the project budget.

C.4. Acceptance of Gifts (DeGenna)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2026. Several individual classroom libraries also received a special book that was read to students on that day. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.5. Approval of Amendment No. 003 to Agreement No. 19-179 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify Amendment #003 to Agreement #19-179 with Arcadis International Ltd. (formerly known as IBI Group), to provide Architectural Services for District-requested changes to the McAuliffe Elementary School Modernization Project, in the amount of \$41,084.00, to be paid out of Measure I Bond Funds.

C.6. Approval of Amendment #1 to Agreement #23-04 with Frontier Communications - Internet Access Services/Internet Service Provider (E-Rate) (DeGenna/Hubbard)

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve Amendment #1 to Agreement #23-04 with Frontier Communications, to extend the provision of Internet Access Services/Internet Service Provider for an additional 12-month period through June 30, 2027, in the amount of \$34,138.00, to be paid out of General and E-Rate funds.

C.7. Approval of Amendment #1 to Agreement #23-39 with Ventura County Office of Education - Ground Lease for Carl Dwire Jr. School (Pifko)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #23-39 with Ventura County Office of Education, for the Ground Lease at Carl Dwire Jr. School, in the amount of \$2,500.00 per year to be paid to Oxnard School District.

C.8. Approval of Amendment #1 to Agreement #25-03 – Spectrum Enterprise – Network Connections E-Rate (DeGenna/Hubbard)

It is the recommendation of the Superintendent and the Chief Information Officer that the Board

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

of Trustees approve Amendment #1 to Agreement #25-03 with Spectrum Enterprise, to extend the agreement for providing point-to-point network connections between various locations within the Oxnard School District and the Ventura County Office of Education for an additional 12-month period through June 30, 2027, in the amount not to exceed \$24,480.00, to be paid out of General and E-Rate funds.

C.9. Approval of Amendment #1 to Agreement #25-133 – ARC Document Solutions, LLC. (Pifko/Bennett)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #25-133 with ARC Document Solutions, LLC, for high-quality scanning, indexing, and reorganization of historic documents, in the amount of \$11,300.00, to be paid out of Routine Restricted Maintenance Funds.

C.10. Approval of Agreement #25-203 – Vortex Industries, LLC. (Pifko/Bennett)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-203 with Vortex Industries, LLC, to provide professional door services as needed, March 26, 2026 through June 30, 2027, in the amount not to exceed \$10,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.11. Approval of Agreement #25-214 – Kealoha and Company (Fox/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family, and Community Engagement and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #25-214 with Kealoha and Company, to perform in-person dances from the islands of Hawaii and Tahiti at Oxnard School District's Fourth Annual Asian American and Pacific Islander Heritage Celebration at Brekke School on May 19, 2026, in the amount of \$1,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of Agreement #25-216 – McCarty & Son's (Pifko/Bennett)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-216 with McCarty & Son's, to provide towing and transportation services for vehicles and heavy equipment, March 26, 2026 through June 30, 2027, in the amount not to exceed \$2,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.13. Approval of Agreement #25-220 – KeyAnalytics (Pifko)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-220 with KeyAnalytics, to provide specialized consulting services to prepare a Developer Fee Justification Study covering both Residential and Commercial/Industrial Development for the District, March 26, 2026 through June 30, 2029, in the total amount of \$16,000.00, to be paid out of Developer Fees.

C.14. Approval of Agreement #25-221 – Letner Roofing Co. – Frank Academy Roofing Project (Pifko/Bennett)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve #25-221 with Letner Roofing Company, to perform a roof replacement at R.J. Frank Academy, March 26, 2026 through August 18, 2026, in the amount of \$2,276,000.00, to be paid out of Deferred Maintenance Funds.

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

C.15. Approval of Agreement #26-06, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #26-06 with the Ventura County Office of Education, Migrant Education Program, to provide summer school, Saturday school, and kindergarten readiness instruction for eligible TK–8 migrant students enrolled in the Oxnard School district, July 1, 2026 through June 30, 2027, in the amount of \$18,000.00 to be reimbursed to the Oxnard School District.

C.16. Approval of Agreement #26-08 with Spectrum Business/Charter Communications – Wide Area Network (WAN) Services (E-Rate) (DeGenna/Hubbard)

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve Agreement #26-08 with Spectrum Business/Charter Communications, for Wide Area Network Services (WAN), July 1, 2026 through June 30, 2031, in the amount not to exceed \$1,136,520.00, to be paid out of General and Federal E-Rate Funding.

C.17. Approval of Agreement #26-09 – Dr. Olvera Psychology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #26-09 with Dr. Olvera Psychology, to provide independent psychological and educational consulting services, including Independent Educational Evaluations (IEEs), as requested by parents or granted as part of settlement agreements for special education students in the Oxnard School District, July 1, 2026 through June 30, 2027, in the amount not to exceed \$60,000.00, to be paid out of Special Education Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.18. Ratification of Amendment #1 to Agreement #25-01 with Durham School Services for Pupil Transportation Services (Pifko/Galván)

It is the recommendation of the Director of Transportation and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #25-01 with Durham School Services, to include supplemental transportation through minivan services for students who reside in areas where traditional school bus service is not a practical option to the existing contract, July 1, 2025 through June 30, 2026, at no increase to the overall agreement amount.

C.19. Ratification of Agreement #25-219 with MNS Engineers, Inc. to Provide Additional Professional Surveying Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Agreement #25-219 with MNS Engineers, Inc., to continue to provide Surveying Services for the Fremont Middle School Reconstruction Project, February 15, 2026 through June 30, 2027, in the amount of \$5,000.00, to be paid out of Measure I Bond Funds.

C.20. Ratification of Agreement #25-222 – Casa Pacifica (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees ratify Agreement #25-222 with Casa Pacifica, to provide Non-Public

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

School (NPS) services to Oxnard School District students, as needed, including Extended School Year, February 23, 2026 through June 30, 2027, in the amount not to exceed \$240,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Oxnard School District Cell Phone and Mobile Device Policy (Fox/Nocero)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees approve the proposed Oxnard School District Cell Phone and Mobile Device Policy, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of Agreement #25-218 with Parsons Constructors, Inc. to Provide Project Labor Agreement (PLA) Services for the Fremont Middle School Reconstruction Project (Pifko/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-218 with Parsons Constructors, Inc., to monitor compliance with the terms of the Project Labor Agreement for the Fremont Middle School Reconstruction Project, March 26, 2026 through June 30, 2028, in the amount not to exceed \$198,260.00, to be paid out of Measure I Bond Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Agreement #26-07 – The Baldwin Group West, LLC. (Carroll/Magaña)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-07 with The Baldwin Group West, LLC, to provide health and welfare consulting services that include negotiating annual benefits insurance renewals, marketing employee benefits, analyzing cost impacts, modeling employer and employee contributions, and developing employee communication materials, July 1, 2026 through June 30, 2027, in the amount of \$78,976.00, to be paid out of the General Fund.

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

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 BB 9322 Agenda/Meeting Materials (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to Board Bylaw 9322 Agenda/Meeting Materials, as presented for First Reading. The revised policy will be brought back for Second Reading and Adoption at a future Board meeting.

F.2. First Reading – Revisions to BB 9323 Meeting Conduct (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to Board Bylaw 9323 Meeting Conduct, as presented for First Reading. The revised policy will be brought back for Second Reading and Adoption at a future Board meeting.

F.3. First Reading – Revisions to BP 7310 Naming of Facility (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to BP 7310 Naming of Facility, as presented for First Reading. The revised policy will be brought back for Second Reading and Adoption at a future Board meeting.

F.4. Second Reading and Adoption – Revision to AR 3512 Equipment (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board adopt the revision to AR 3512 Equipment, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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>
Anti-Bullying Training for Students	04/15/26
Discussion of Talent Search Program	04/15/26
Academy Alignment by Site	04/2026 Special

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

Recognition of Teacher Activities with Non-Profits	05/2026
Highlight Ventura County Farm to School Program	8/5/26
General Discussion of Reading Programs	TBD
AI Information	TBD
Discussion re: Future Resolutions	TBD
Ethnic Studies & Master Plan - Combo ELD/STEAM	TBD
Structure to Assess Fiscal Impact on Regular Basis	TBD

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

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

G.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 ____, Madrigal Lopez ____, Robles-Solis ____, Gonzales ____, Melanephy ____

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, March 20, 2026.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: March 25, 2026

Agenda Section: Section A: Presentation

Presentation: Parent Complaints and Grievances (Carroll)

Dr. Carroll, Assistant Superintendent of Human Resources, will present an overview of the District's processes for addressing parent complaints and grievances. The presentation will outline the different types of complaints, including General Complaints, Uniform Complaint Procedures (UCP), Williams Complaints, and Title IX Complaints.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Parent Grievances Complaints Presentation.pdf](#)

Parent Complaints & Grievances

March 25, 2026



Oxnard School District
Changing the world! In school and beyond.



Types of Complaints

- **General Complaints** (BP 1312.1)
- **Uniform Complaint Procedures** (BP/AR 1312.3)
- **Williams Complaints** (BP/AR 1312.4)
- **Title IX** (BP/AR 5145.7)



General Complaints

- Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
- **If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.**
- All complaints related to district personnel shall be submitted in writing to the Human Resource Department. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so.



Uniform Complaints (UCP)

- What is a UCP complaint?

“A Uniform Complaint Procedures (UCP) complaint is a written, signed statement alleging that a school district, county office of education, or charter school has violated federal or state education laws. Used mainly in California, it addresses issues like illegal discrimination, harassment, bullying, or failure to follow funding and program requirements”

- **Compliance Officer**-The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws.



Uniform Complaints (UCP)

- The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.
- In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint.
- Districts must resolve complaint within 60 calendar days of receipt unless mutual consent to extend timeline



Williams Complaints

- **What is a Williams Complaint?**

“A Williams complaint is a type of complaint in California, authorized by a 2004 settlement, that allows students, parents, or teachers to report deficiencies in public schools regarding textbooks, teacher vacancies/misassignments, and unsafe facility conditions. These complaints ensure equal access to educational resources and can be filed anonymously with school principals”

- Complaints regarding the insufficiency of textbooks and instructional materials
- Complaints regarding teacher vacancy or misassignment
- Complaints regarding the condition of school facilities
- **Williams case legislation requires a school district to use its uniform complaint process to help identify and resolve any deficiencies**



Title IX Complaints

- **What is a Title IX Complaint?**

“A Title IX complaint in a school is a formal report alleging discrimination based on sex, gender identity, sexual orientation, or sexual harassment in educational programs or activities receiving federal funds. Schools must investigate claims like sexual violence, inequitable athletics, or pregnancy discrimination and take action to ensure a safe, non-hostile environment”

- What it Covers: Sex-based harassment, sexual violence, unequal athletic opportunities, pregnancy discrimination, and gender-based bullying.
- Who it Protects: Students and employees at schools, colleges, and universities receiving federal funding.
- **Reporting: Victims can file a report with the school’s designated Title IX Coordinator, school staff, or directly with the U.S. Department of Education Office for Civil Rights (OCR).**



Handling Parent Complaints

- School complaints should ideally be resolved at the lowest level—typically between the directly involved parties, such as a teacher and parent—to foster faster, more amicable resolutions. This approach prevents escalation, builds trust, reduces emotional intensity, and allows staff to address issues directly while maintaining working relationships.
- If a parent does not feel that the school principal has adequately addressed the concern/complaint, they are encouraged to reach out to the District to share their concern
- Important to Note-regardless of the level or type of complaint, the expectation is that a thorough and fair investigation will be completed in a timely manner



**THANK
YOU**

Any Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section A: Preliminary

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

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

The Board will now convene in Closed Session to consider the items listed under Closed Session.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
 - Y.V. v. Oxnard SD, Case #GHC0058142
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:
Conference with Real Property Negotiators
Property: 955 South A Street, Oxnard, CA 93030
Agency Negotiator: Kristen Pifko, Assistant Superintendent, Business & Fiscal Services
Negotiating parties: McGaelic Group LLC
Under negotiation: Price & Terms

3. 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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

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: March 25, 2026

Agenda Section: Section A: Preliminary

Update on Immigration Impact (DeGenna)

The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section A: Report

Update: Budget Advisory Committee (Pifko)

The Assistant Superintendent, Business and Fiscal Services, will provide an update on the Budget Advisory Committee.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Presentation \(15 pages\)](#)



Budget Advisory Board Report #4

March 25, 2026



Oxnard School District
Changing the world! In school and beyond.

Email questions and suggestions to
budget@oxnardsd.org



Presentation Overview:

- Review our progress on budget stabilization efforts
- Provide an update on the work of the Budget Advisory Committee
- Summarize OSD Leadership recommendations on reduction targets



Budget Update

Second Interim Operating Deficit

Year 1 (25-26) **-\$-48,032,488**

Year 2 (26-27) **-\$-31,273,240**

Year 3 (27-28) **-\$-35,898,238**



These numbers reflect our current budget reality without any interventions.



Students are at the heart of our decision-making process.

OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Digital Learner

Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.



Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.



Global Thinker

Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Problem Solver

Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.



Achiever

Students will be able to demonstrate their knowledge on local and state measures in all academic areas.



Budget Advisory Committee, 3/16/26

- Shared the district “base” formula
- Reviewed the list of recommendations
- Reviewed list of contracts for “base” and “supplemental & concentration”
- Continued brainstorming and discussing specific items from the detail provided
- Will continue to meet monthly moving forward



Our OSD community is making progress, involving our key partners, evaluating options, and soliciting feedback.

Today we will review key strategies for reaching our \$15M target for reductions.

Fiscal Solvency Plan 2026-27

Strategic Financial Moves



Spend Down District Reserves

- Shift allowable expenditures to restricted resources
- Operational Efficiencies



Reduce Services & Costs

- Reduce services/contracts
- Reduce travel & conference expenditures



Staffing Alignment

- Right-size staffing to match enrollment
- Align FTE in Elementary, TK-8 & Middle Schools



Department Restructuring

- Restructure central management
- Reduce support staffing



Certificated Staffing Actions

- 9 early tell retirements
- 3 TOSA vacancies
- Right-sizing through attrition; hiring only for credential openings



Classified Staffing Strategy

- Only fill necessary vacancies





Staffing Alignment

Right Sizing in Secondary

\$2,515,000

Right Sizing in Elementary

\$4,105,000

Program / Services Affected

- Reduce multiple subject teachers, assistant principal, Office Assistants by 2 hours per day
- Reduce single subject teachers, 2 assistant principals, Office Assistants and Attendance Technicians by 2 hours per day

Possible Opportunities

- Analyze program placement and student access across the district



Fiscal sustainability and ensure LCAP funds are more strategically focused

Information

- Many of these items are funded with supplemental and concentration or federal funds
- Student / teacher ratios remain unchanged





Department Restructuring



Management

Custodial & Facilities Management
\$350,000

Staff



Custodial & Grounds Staff (26) & HR Staff (2)
\$2,500,000

Program / Services Affected

- Shift in work loads which may require redistribution of responsibilities.

Touch Points Needed

- Clear communication, defined job expectations, and site leadership support.

Possible Opportunities

- Streamline roles, realign workload
- Redirect resources to support student learning.



Reduce Services and Costs by \$1.7M

Impact:

Less access to
outside
service
providers and
expertise

What We Need:

Clear priorities
and timelines

Opportunities:

Build internal
capacity and
focus on what
matters most

Focus on the biggest needs!

Operational Efficiencies



Proposed Reduction	Program/Services Affected	Touch Points Needed
<ul style="list-style-type: none">● Eliminate floater substitutes \$745,000● Special Education program delivery shifts \$3,434,000	<ul style="list-style-type: none">● Schools will need to ensure that they input teacher vacancies in the system for them to be filled<hr/>● Replace contract staff with district employees and shift some employees to Medi-Cal funding	<ul style="list-style-type: none">● Clear communication of targets, timelines along with guidance for prioritizing essential needs<hr/>● Communication with families to facilitate smooth service transitions. Ensure that staff moved to Medi-Cal funding are appropriate

Possible Opportunities
<ul style="list-style-type: none">● Strengthen absence reporting and support of district policies<hr/>● Strengthen internal capacity



In Conclusion:

- Today we have summarized our recommendations for the \$15M reductions in the 2026-2027 budget.
- The process is evolving and fluid.
- Wherever possible we are helping impacted staff transition to other roles.
- We are working to preserve key programs and supports to students and families.



Next Steps:

- Budget Advisory Committee will continue meeting.
- LCAP process, which is currently underway, will help shape our priorities and strategies.
- OSD Leadership will continue working with our employee associations to support impacted employees and retain staff when possible.



By working closely with our OSD partners, we will navigate these budget challenges responsibly and **build a sustainable future** that ensures that every student and family continues to receive the **excellent educational experience** they deserve.

Email Questions or Suggestions to:
Budget@oxnardsd.org

Questions?

Email Questions or Suggestions to: Budget@oxnardsd.org

Budget@oxnardsd.org



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section A: Preliminary

Discussion re: Process for Naming Schools and Memorials (DeGenna)

The Board of Trustees will hold a discussion regarding the process for naming schools, as well as for memorials at district sites. Following discussion, the Board may make a determination on whether to make changes.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the board of Trustees discuss the process for naming of schools and memorials, and make a determination on whether to make changes.

ADDITIONAL MATERIALS:

Attached: [Presentation \(5 pages\)](#)



School Name Change Process & Policy

March 25, 2026



Oxnard School District
Changing the world! In school and beyond.



School Naming Process



- Board Initiates Process
 - Review Policy
 - Decision made to name or rename a school
- Gather Community Input
 - Open survey for name suggestions
 - Collect input from students, staff, parents, and community
- Identify Core Values
 - Gather and define values the school name should reflect
- Form Citizen Advisory Committee (CAC)
 - Diverse group representing stakeholders
 - Follows Board Policy
- Review All Submissions
 - CAC examines suggested names and rationales
- Screen Names
 - Remove names that don't meet criteria or lack support
- Research Remaining Names
 - Investigate history, contributions, and relevance
- Present & Discuss Findings
 - CAC members share research and evaluate options
- Narrow to Finalists
 - Select top recommended names (typically 3–5)
- Submit Recommendations
 - CAC sends final list to Superintendent
- Superintendent Reviews
 - Chooses final recommendation
- School Board Votes
 - Board makes final decision and approves name



Guiding Principles

- Community-driven decision-making
- Equity, inclusion, and representation
- Alignment with **core values**, such as:
 - Equality & opportunity
 - Respect for diversity
 - Pride and community
 - Empowerment of students





Timeline

- Board initiates process
- Community survey opens (~2 weeks)
- CAC convenes (multiple meetings over 2-3 Months)
- Research and narrowing of names
- Final recommendation submitted
- Board vote





✿ Key Features of Citizen Advisory Committee

Citizen Advisory Committee (CAC)

- **Advisory role only**
 - They make recommendations, but **do not make the final decision**
- **Represents the community**
 - Includes parents, students, staff, and local organizations
- **Ensures multiple perspectives**
 - Designed to reflect the **diversity and values of the community**

What They Do:

1. Review community-submitted names
2. Research each name (history, impact, relevance)
3. Discuss and evaluate options
4. Select top 3–5 names
5. Submit recommendations to the superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section B: Hearing

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

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments. Board members cannot respond to 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. Los miembros de la Mesa Directiva no pueden responder a los comentarios.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: March 25, 2026

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Items 03.25.26 \(1 pg\).pdf](#)
[Classified Personnel Items 03.25.26 \(2 pgs\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Kohls, Karsynne	Intervention Service Provider, Chavez	2025/2026 School Year
Barnard, Jordan	Substitute Teacher	2025/2026 School Year
Becker, Kimberly	Substitute Teacher	2025/2026 School Year
Jimenez, Salma	Substitute Teacher	2025/2026 School Year
Lerner, Samuel	Substitute Teacher	2025/2026 School Year
Lopez Salazar, Ana	Substitute Teacher	2025/2026 School Year
Manzano, Jennifer	Substitute Teacher	2025/2026 School Year
Marji, Caterine	Substitute Teacher	2025/2026 School Year
Martinez, Alejandra	Substitute Teacher	2025/2026 School Year
Nava, Maria	Substitute Teacher	2025/2026 School Year
Nunez, Karina	Substitute Teacher	2025/2026 School Year
Sandrock, Jessica	Substitute Teacher	2025/2026 School Year
Spruiell, Dominick	Substitute Teacher	2025/2026 School Year

Resignation

Cervantes, Kristina	Assistant Principal, Frank	June 30, 2026
Gonzalez, Jess	Resource Teacher, Chavez	June 18, 2026
Ramirez, Rocio	School Psychologist, Sierra Linda	June 30, 2026

New Hires

Gonzalez, Daisy	Campus Assistant, Lemonwood Academy 5.75 hrs./180 days	03/09/2026
Johnson, Dedra M	Campus Assistant, Brekke School 5.75 hrs./180 days	03/09/2026
Neff, Maria L	Accounting Specialist III, Budget & Finance 8 hrs./245 days	02/12/2026

Limited Term/Substitutes

Alvarez, Paloma F	Clerical (Substitute)	01/28/2026
Barquin, Elizabeth M	Paraeducator (Substitute)	02/20/2026
Bedolla, Cristy C	Child Nutrition Worker & Clerical (Substitute)	02/20/2026
Betancourt, Theresa D	Child Nutrition Worker (Substitute)	02/12/2026
Chavez-Arroyo, Angelica	Child Nutrition Worker (Substitute)	02/12/2026
Daniel, Jessica S	Clerical (Substitute)	01/28/2026
De La Cruz, Nari May F	Clerical (Substitute)	01/28/2026
De La Parra, Rocio A	Clerical (Substitute)	01/28/2026
Erving, Charles I	Clerical (Substitute)	01/28/2026
Gonzalez, Jocelyn	Paraeducator (Substitute)	02/25/2026
Guillen, Maria De Lourdes	Paraeducator (Substitute)	03/02/2026
Handley, Hailey K	Clerical & Paraeducator (Substitute)	02/17/2026
Herrera Cruz, Heaven G	Paraeducator (Substitute)	02/20/2026
Ladaw, Roman O	Child Nutrition Worker (Substitute)	02/12/2026
Lopez, Eveanna	Child Nutrition Worker (Substitute)	02/06/2026
Lopez, Miranda	Paraeducator (Substitute)	02/17/2026
Lopez, Stephanie	Clerical (Substitute)	01/28/2026
Maciel, Crystal	Clerical (Substitute)	01/28/2026
Magaña, Brenda	Child Nutrition Worker (Substitute)	02/20/2026
Martinez Jauregui, Andrea I	Clerical (Substitute)	01/28/2026
Martinez, Brittney D	Child Nutrition Worker (Substitute)	02/12/2026
Medina, Amaris B	Clerical (Substitute)	01/28/2026
Mercado, Emely	Paraeducator (Substitute)	02/19/2026
Morales, Jennifer	Clerical (Substitute)	01/28/2026
Ortiz, Maria E	Clerical (Substitute)	01/28/2026
Osuna, Desirie I	Clerical (Substitute)	01/28/2026
Ramirez, Alina M	Paraeducator (Substitute)	02/23/2026
Reyes, Aileen	Clerical (Substitute)	01/28/2026
Rodriguez, Paola R	Paraeducator (Substitute)	02/18/2026
Serratos, Oscar M	Custodian, Warehouse, and Grounds & Maintenance (Substitute)	02/18/2026
Torres Ramos, Heidi S	Clerical (Substitute)	01/28/2026
Trejo, Suleyma	Child Nutrition Worker (Substitute)	02/12/2026
Villega Mendoza, Lesly B	Paraeducator (Substitute)	02/09/2026

Promotions

Alvarez, Katy	Child Nutrition Cafeteria Coordinator, Child Nutrition Services 8 hrs./189 days	02/26/2026
Lopez, Esmeralda	Child Nutrition Worker II, Child Nutrition Services 6 hrs./185 days Paraeducator General Education, Lemonwood School 6 hrs./183 days	03/09/2026
Moreno, Cynthia	Campus Assistant, Lemonwood Academy 5.75 hrs./180 days Paraeducator Special Education, Chavez School 5.75 hrs./183 days Paraeducator General Education, Sierra Linda 5.75 hrs./183 days	03/10/2026

Administrative Transfers

12737	Paraeducator Special Education, 5.75 hrs./183 days	02/19/2026
-------	--	------------

Transfers

Solis, Bertha	Campus Assistant, Lopez Academy 5.75 hrs./180 days	02/23/2026
Ramirez, Mayra	Child Nutrition Worker, Child Nutrition Services 5 hrs./185 days	03/02/2026
Burciaga, Arturo P	Custodian, Ritche School 8 hrs./245 days	02/17/2026

Release During Probation

8966	Transportation Department, 8 hrs./183 days	02/25/2026
------	--	------------

Resignations

Cano, Kimberly	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	02/20/2026
----------------	---	------------

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Consent Agenda

Approval of Change Order No. 005 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)

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

On October 16, 2024, the Board entered into Construction Services Agreement #24-143 with Viola Constructors to serve as the Lease-Leaseback Contractor for the project. On March 05, 2025, the Board approved Amendment No. 001 to Construction Services Agreement #24-143.

The purpose of Change Order No. 005 is to provide funds for miscellaneous Proposed Change Orders (PCOs).

FISCAL IMPACT:

\$134,321.31 – Measure I Bond Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters that the Board of Trustees approve Change Order #005 to Agreement #24-143 with Viola Constructors, Inc.

ADDITIONAL MATERIALS:

Attached: [Change Order #005 \(2 Pages\)](#)

[Proposal \(11 Pages\)](#)



CHANGE ORDER #005

Date: 03/25/2026

Change Order NO. 005

PROJECT: McAuliffe Modernization Project
O.S.D. BID No. N/A
O.S.D. Agreement No. 24-143

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

ARCHITECT: Arcadis/IBI
 333 S. Hope St. Ste C-200
 Los Angeles, CA 90017

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

Architects Proj. No.: 123392
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-121079

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

ORIGINAL CONTRACT SUM.....	\$ 6,908,240.50
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 700,706.29
ADJUSTED CONTRACT SUM.....	\$ 7,608,946.79
NET CHANGE	\$ 134,321.31
Total Change Orders to Date:	\$ 835,027.60
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 005.....	\$ 7,743,268.10
Anticipated Commencement Date.....	March 6, 2025
Actual Commencement Date:	March 6, 2025
Original Completion Date:	June 4, 2026
Original Contract Time:	455 Calendar Days
Time Extension for all Previous Change Orders:	0 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	June 4, 2026
Percentage	0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #036: Close Up Plenum Rated Ceilings per CCD#003 (Phase 3)			\$15,248.24	
2.	PCO #037R-1: Remove and Replace Existing Sewer Lines in Phase 3 Restroom		\$44,985.48		
3.	PCO #038: Repair Damaged P-Lam Windowsills (Phase 3)		\$1,936.50		
4.	PCO #040: Aluminium Fascia at Sliding Markerboards per RFI#62 and ASI #001&002		\$9,447.39		
5.	PCO #042: Add Adjustable Shelving and Revise Sliding Markerboards per ASI013		\$35,100.06		
6.	PCO #043: Additional Costs per CCD#009A (Supplemental to PCO#030)		\$6,163.10		
7.	PCO #044: Relocate Restroom Fixtures Phase 1 T&M		\$21,440.54		
8.					
	Totals	\$ 0.00	\$119,073.07	\$15,248.24	\$ 0.00

Total Change Order No. 005\$ \$134,321.31

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASST. SUPT: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST.SUPT/PURCHASING DIRECTOR: _____

DATE: _____



PCO #036

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #036: Close Up Plenum Rated Ceilings per CCD#003 Phase 3

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	036 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/19/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$15,248.24

POTENTIAL CHANGE ORDER TITLE: Close Up Plenum Rated Ceilings per CCD#003 Phase 3

CHANGE REASON: Unforeseen Condition

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

CE #052 - Phase 3 Plenum Rated Ceilings at Coridoors per CCD#003

The following PCO reflects the additional cost to layout openings above ceiling to install blocking and clips for ACT per CCD#003. Cost includes drywall, tape, finish and fire caulking at all penetrations.

ATTACHMENTS:

[M&T T&M.pdf](#) , [_Premier CO#24.pdf](#) , [_Premier CO#22.pdf](#)

#	Budget Code	Description	Amount
1	900-929.000.Subcontract Gypsum Board.Subcontract	Premier CO#22	\$5,227.20
2	900-929.000.Subcontract Gypsum Board.Subcontract	Premier CO#24	\$4,646.40
3	600-610.530.Equipment Miscellaneous Rough Carpentry.Equipment	M&T Inc. CO 14 thru 18	\$3,835.24
Subtotal:			\$13,708.84
LLB Fee (8.00%):			\$1,096.71
Bond & Insurance (2.99%):			\$442.69
Grand Total:			\$15,248.24



PCO #036


Ruben Ruiz (Arcadis)
4119 Broad Street Suite 210
San Luis Obispo, California 93401

Oxnard School District
1051 South A Street
Oxnard, California 93030

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003

SIGNATURE DATE

SIGNATURE DATE



SIGNATURE DATE 11-19-25



PCO #037R-1

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #037R-1: Remove and Replace Existing Sewer lines in Phase 3 Restroom

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	037R-1 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/19/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$44,985.48

POTENTIAL CHANGE ORDER TITLE: Remove and Replace Existing Sewer lines in Phase 3 Restroom

CHANGE REASON: Existing Condition

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

CE #053 - Existing Conditions in Phase 3 Restroom Service Closet

T&M Tickets for replacing deteriorating carriers, waste piping & valves in Phase 3, serving both Boys & Girls restroom. Cost includes demo, new concrete curb patch, backerboard and tile.

ATTACHMENTS:

[COR 08 Restroom 109 & 107 B.pdf](#) , [_Premier CO#23.pdf](#) , [_M&T Inc. Invoice 5 thru 13.pdf](#) , [_RE Existing Conditions in Phase 3 Restroom Service Closet McAuliffe ES Modernization.msg](#) , [_RE Existing Conditions in Phase 3 Restroom Service Closet McAuliffe ES Modernization 19-306.msg](#) , [_CO 30.pdf](#)

#	Budget Code	Description	Amount
1	2200-2200.000.Subcontract Plumbing.Subcontract	Precision Plumbing CO	\$33,065.00
2	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#30	\$821.22
3	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#23	\$871.20
4	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Inc. Tickets 5 thru 11	\$5,686.52
Subtotal:			\$40,443.94
LLB Fee (8.00%):			\$3,235.52
Bond & Insurance (2.99%):			\$1,306.02
Grand Total:			\$44,985.48



PCO #038

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #038: Repair Damaged P-Lam Windowsills (Phase 3)

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	038 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,936.50

POTENTIAL CHANGE ORDER TITLE: Repair Damaged P-Lam Windowsills (Phase 3)

CHANGE REASON: Client Request

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

CE #060 - Repair Damaged P-Lam Windowsills (Phase 3)

The following PCO reflects the additional cost to repair existing p-lam windowsills at Phase 3 due to bubbling finish.

ATTACHMENTS:

[M&T Invoice 19 and 20.pdf](#)

#	Budget Code	Description	Amount
1	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Invoice#19	\$870.50
2	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Invoice#20	\$870.50
Subtotal:			\$1,741.00
LLB Fee (8.00%):			\$139.28
Bond & Insurance (2.99%):			\$56.22
Grand Total:			\$1,936.50

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE 11-20-25



PCO #039

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #039: Paint Wire Mold at Teachers Stations and TV's. Phase 1,2 and 3.

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	039 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,587.87

POTENTIAL CHANGE ORDER TITLE: Paint Wire Mold at Teachers Stations and TV's. Phase 1,2 and 3.

CHANGE REASON: Design Development

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

CE #061 - Paint Wiremold for TV's and Teachers Stations per RFI#115

The following PCO reflects the additional cost to install backing at wire mold Phase 3. Paint wire mold at Phases 1, 2 and 3 per RFI#115.

ATTACHMENTS:

[M&T Invoice #021.pdf](#) , [_Vanguard McAuliffe 03 Wire Mold.pdf](#)

#	Budget Code	Description	Amount
1	900-991.000.Subcontract Painting.Subcontract	Vanguard CO 03	\$7,830.00
2	900-991.000.Subcontract Painting.Subcontract	M&T Invoice#021	\$789.93
		Subtotal:	\$8,619.93
		LLB Fee (8.00%):	\$689.59
		Bond & Insurance (2.99%):	\$278.35
		Grand Total:	\$9,587.87

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 SIGNATURE DATE

 SIGNATURE DATE


 _____ 11/20/25
 SIGNATURE DATE



PCO #040

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #040: Aluminum Fascia at Sliding Markerboards per RFI#62 and ASI#001&002

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	040 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,447.39

POTENTIAL CHANGE ORDER TITLE: Aluminum Fascia at Sliding Markerboards per RFI#62 and ASI#001&002

CHANGE REASON: Design Development

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

Aluminum Fascia at Markerboards Phase 1, 2 & 3

The following PCO reflects the additional cost to furnish and install aluminum fascia at sliding markerboards to conceal the track. Cost covers Phase 1, 2 and 3.

ATTACHMENTS:

[Center Glass Aluminum Fascia Phase 1&2.pdf](#)

#	Budget Code	Description	Amount
1	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Inc. Invoice #022	\$8,493.62
Subtotal:			\$8,493.62
LLB Fee (8.00%):			\$679.49
Bond & Insurance (2.99%):			\$274.28
Grand Total:			\$9,447.39

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 SIGNATURE DATE

 SIGNATURE DATE


 _____ 11-20-25
 SIGNATURE DATE



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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #042: Add Adjustable Shelving and Revise Sliding Markierboards per ASI013

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	042 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	12/11/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$35,100.06

POTENTIAL CHANGE ORDER TITLE: Add Adjustable Shelving and Revise Sliding Markierboards per ASI013

CHANGE REASON: Client Request

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

CE #073 - Revised Shelving per ASI013

The following PCO reflects the additional cost to furnish and install adjustable shelves at tall casework for phases 1-4, and revised sliding marker board sizes (rm 171 174 and 198) per ASI013. Viola to install Phase 3 only during Christmas Break. The remaining upon receipt of material and available scheduling. Shelving track and brackets will be Knap and Vogt 85/185 series "anochrome" (metal color). At this time 104/106 48" tracks and 52 brackets are available within 3-4 days upon PCO approval. The remaining balance with a tentative ship date of 1-6-2026. Should Phase 1,2 and 4 work need to occur outside of the schedule project completion, Viola Inc. reserves it's rights to seek compensation for extended overhead upon realization of potential delay.

ATTACHMENTS:

[M&T Install Adjustable Shelving.pdf](#) , [_ASI 13 - QUOTE.pdf](#) , [_ASI013 - Added Shelving \(2\).pdf](#)

#	Budget Code	Description	Amount
1	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Inc. CO#027	\$19,835.37
2	1000-1011.000.Subcontract Visual Display Units.Subcontract	Nelson Adams CO#5	\$11,721.15
Subtotal:			\$31,556.52
LLB Fee (8.00%):			\$2,524.52
Bond & Insurance (2.99%):			\$1,019.02
Grand Total:			\$35,100.06



PCO #043

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

**Prime Contract Potential Change Order #043: Additional Costs per
 CCD#009A (Supplemental to PCO#030)**

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	043 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	12/16/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$6,163.10

POTENTIAL CHANGE ORDER TITLE: Additional Costs per CCD#009A (Supplemental to PCO#030)

CHANGE REASON: Design Development

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

CE #075 - Additional Costs per CCD#009A

The following PCO is supplemental to previously approved PCO#030 and reflects the cost for additional excavation, compaction, rebar, concrete (4 yards) now indicated in DSA approved CCD#009A received 12-15-2025. Cost includes soil export. Viola Inc. reserves it rights to pursue compensable delay as a result of this change. If and when a delay is realized, Viola Inc. will furnish the appropriate PCO reflecting cost and time impact.

ATTACHMENTS:

[03-121079_CCD_009_A.pdf](#) , [_CO#1.pdf](#)

#	Budget Code	Description	Amount
1	300-330.530.Subcontract Miscellaneous Cast-in-Place Concrete.Subcontract	DJS CO#1	\$5,540.90
Subtotal:			\$5,540.90
LLB Fee (8.00%):			\$443.27
Bond & Insurance (2.99%):			\$178.93
Grand Total:			\$6,163.10

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

SIGNATURE


DATE

SIGNATURE

DATE

SIGNATURE

DATE

 12.16.25



PCO #044

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

**Prime Contract Potential Change Order #044: Relocate Restroom Fixtures
 Phase 1 T&M**

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	044 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	12/22/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$21,440.54

POTENTIAL CHANGE ORDER TITLE: Relocate Restroom Fixtures Phase 1 T&M

CHANGE REASON: Unforeseen Condition

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

CE #079 - #25: Restroom 163 Fixture Layout Conflict

The following PCO reflects the additional cost to relocate existing WC, Urinals and Lav in Phase 1 Rm#163 to meet ADA compliance outside of contract drawings as indicated in RFI#025 response. Work performed on T&M.

ATTACHMENTS:

[COR 03 Restroom 163.pdf](#)

#	Budget Code	Description	Amount
1	2200-2200.000.Subcontract	Plumbing.Subcontract Precision Plumbing CO#3	\$19,276.00
Subtotal:			\$19,276.00
LLB Fee (8.00%):			\$1,542.08
Bond & Insurance (2.99%):			\$622.46
Grand Total:			\$21,440.54

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 SIGNATURE

 DATE

 SIGNATURE

 DATE


 SIGNATURE

12-23-25
 DATE

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Consent Agenda

Approval of Allowance Allocation #8 from Amendment #002 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Contractors, LLC to Provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The Board established a Budget for the Rose Avenue Reconstruction Project of \$58.6 Million.

As a part of the Budget, the Board approved Amendment #2 to Agreement #17-158 on February 05, 2025 to establish an allowance under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extended the Site Lease and Sub Lease Agreements through the completion of the Phase 1 portion of the Project.

The Contractor is seeking approval of draws from Amendment #2 to fund the increased costs associated with labor, material and equipment resulting from unforeseen scope increases. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval prior to placement on the Agenda. The accompanying document lists all the account draws approved to date for the Contractor Allowance.

The allowance began with a fund balance of Seven Million Five Hundred Thousand and No Cents (\$7,500,000.00). This request totals Four Hundred Thirty Thousand Five Hundred Fifty-One Dollars and Twenty-Five Cents (\$430,551.25) leaving a fund balance of Zero Dollars and Zero Cents (\$0.00).

This allowance is to compensate the contractor for contaminated soil removal from the site and represents a partial payment for the work required to remove and replace the soil at the site.

FISCAL IMPACT:

There is no recommended increase to the Project Budget. The Project is funded by the Enhanced Master Construct Program.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #8, in the amount of \$430,551.25 as presented.

ADDITIONAL MATERIALS:

Attached: [Contractor Allowance Allocation #8 \(3 Pages\)](#)
[Contingency Draw Request \(1 Page\)](#)



CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL #8

Date: 03/25/2026

Contractor Amendment #2 Allowance Approval NO.8

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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

ORIGINAL CONTRACTOR ALLOWANCE SUM PER AMENDMENT #2	\$ 7,500,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ 7,069,448.75
ADJUSTED ALLOWANCE SUM	\$ 430,551.25
NET CHANGE – ALLOCATION #8	\$ 430,551.25

Total Allocations to Date:\$ 7,500,000.00

ADJUSTED ALLOWANCE SUM THROUGH NO. 8\$ 0.00

Commencement Date:November 1, 2021
Original Completion Date:October 5, 2023
Original Contract Time:705 Calendar Days
Time Extension for all Previous Change Orders:908 Days
Time Extension for this Change Order:0 Days
Adjusted Completion Date:March 31, 2026

Total Contractor Contingency Allocation Approval No. 8 \$430,551.25

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #451.1 – Removal and disposal of contaminated soil in Phase 2			\$430,551.25	
	Sub-Totals				
	Grand Total			\$430,551.25	

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Draw Request #: 451.1
 Date: 02-06-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 404 – CDR 451 – Phase II Removal and Disposal of Contaminated Soil Stockpile</p> <p>This CDR covers the removal and disposal of contaminated soil stockpiled on-site in accordance with the District's directive. The scope includes removing the existing stockpile, transporting and disposing of the material at an approved facility, and handling and management of the stockpile. The import of clean soil will be addressed under a separate change order. Work was performed between October 28, 2025, and December 23, 2025.</p> <p>Note: TIA #6 and #7 will be issued as a separate CDR's for the additional calendar days and extended GCs.</p>	<p>Partial Funding \$430,551.25</p>
--	--

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

By: Rafael Flamilla

By : _____

By: Reference next page for Full CDR #451

Date: 2025-02-06

Date: _____

Date: _____

OWNER - Oxnard School District

By : _____

Date: _____

Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Draw Request #: 451.1
 Date: 02-06-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 404 – CDR 451 – Phase II Removal and Disposal of Contaminated Soil Stockpile</p> <p>This CDR covers the removal and disposal of contaminated soil stockpiled on-site in accordance with the District's directive. The scope includes removing the existing stockpile, transporting and disposing of the material at an approved facility, and handling and management of the stockpile. The import of clean soil will be addressed under a separate change order. Work was performed between October 28, 2025, and December 23, 2025.</p> <p>Note: TIA #6 and #7 will be issued as a separate CDR's for the additional calendar days and extended GCs.</p>	<p>Partial Funding \$430,551.25</p>
--	--

The cost of this work will be drawn from E&O Contractor Contingency:

The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

By: Rafael Flamilla

By: _____

By: Reference next page for Full CDR #451

Date: 2025-02-06

Date: _____

Date: _____

OWNER - Oxnard School District

By: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2026. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. They also believe that diverse literature not only helps students feel seen in the educational setting, but encourages dialogue, problem solving, collaboration, and global thinking, several of the traits embodied in the OSD Student Profile. The teachers of the Oxnard School District were delighted to spend approximately \$2,000.00 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

Attached: [OEA Donation Letter \(1 page\)](#)



RECEIVED
MAR - 9 2026
SUPERINTENDENT'S
OFFICE

2775 N. Ventura Road
Suite 108
Oxnard, CA 93036
(805) 981-6424
www.oxnardea.org
oxnardea@gmail.com

March 2, 2026

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

Dear Dr. DeGenna,

On behalf of the teachers of the Oxnard Educators Association, we are pleased to share that during the month of March 2026, in honor of Read Across America, OEA donated two to three new hardcover books to each school library across the Oxnard School District. Several individual classroom libraries also received a special book that was read aloud to students as part of the celebration.

As educators, we believe that reading is a joyous experience that broadens horizons and enriches the lives of our students. We also believe it is essential that students see themselves reflected in print-rich classrooms and libraries that include diverse voices, cultures, and experiences, so that every student feels seen, valued, and inspired as a reader. Diverse literature not only fosters a sense of belonging, but also encourages dialogue, critical thinking, collaboration, and global awareness—key elements reflected in the Oxnard School District's Student Profile.

The teachers of the Oxnard School District are proud to have contributed approximately \$2,000 to support student literacy and ensure that our libraries continue to offer engaging and representative texts for all students.

We would appreciate it if you would notify the Oxnard School District Board of Trustees that this donation has been received.

Thank you for your continued leadership and support of literacy across our district.

Sincerely,

Stacie Thurman, President
Jesus Cahue, Vice President

OEA Equity Team:
Wendi Bowles
Alejo Perez
Megan Young

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 003 to Agreement No. 19-179 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)

The District retained Arcadis International Ltd. (formerly known as IBI Group) (“Architect”) to provide architectural and design services for the McAuliffe Elementary School Modernization Project. The design plans for the project received by the Division of the State Architect (“DSA”) were given approval on April 19, 2021, and construction of the project was put on hold pending the availability of future funding.

This Contract Amendment #003 to Agreement #19-179 is to provide Architectural Services for District requested changes.

FISCAL IMPACT:

\$41,084.00 – Measure I Bond Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify Amendment #003 to Agreement #19-179 with Arcadis International Ltd. (formerly known as IBI Group).

ADDITIONAL MATERIALS:

Attached: [Amendment #003 \(3 Pages\)](#)
[Proposal \(6 Pages\)](#)

Amendment No. 003 to Architect Services Agreement No. 19-179

The Architect Services Agreement No. 19-179 (“Agreement”) entered into on December 18, 2019, by and between the Oxnard School District (“District”) and Arcadis International Ltd. (formerly known as IBI Group) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement No. 19-179 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the McAuliffe Elementary School Modernization Project (“Project”);

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Project;

WHEREAS, the Architect’s design plans for the Project received Division of the State Architect (“DSA”) approval on April 19, 2021;

WHEREAS, the construction of the Project was put on hold pending the availability of future funding and the District has now elected to move forward with the project;

WHEREAS, changes to the DSA approved plans and specifications are needed to include additional scope of work and the Architect is in the process of completing the additional scope design work for the Project and will submit the changes to the DSA for their review;

WHEREAS, the Board recognizes that the timing of the additional scope of work must all be approved by DSA;

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

AMENDMENT

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is expanded to include additional scope of work as identified in the Architect’s proposal for added scope dated December 31, 2024 and December 12, 2025, identified as Exhibit G hereto.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

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

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “G” hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” and Exhibit “D” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee (“Additional fee”) for the additional work totaling: **Forty-One Thousand Eighty-Four Dollars and Zero Cents (\$41,084.00). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants as outlined in the attached scope of work.**

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

It is agreed that, as long as the Architect performs the amended Services in a timely manner, in compliance with the provisions of the original Agreement and this Amendment thereto, and to the satisfaction of the District, payments of the Additional fee shall be made by the District, upon approval by the District of deliverables described in Exhibit G, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase set forth in the Table in Section 5.1.1 of the original Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 19-179 entered into and executed by the Parties on December 18, 2019 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “G” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Melissa Reyes, Director, Purchasing

Date:

ARCADIS INTERNATIONAL LTD:

By: _____
Janvi Kanani, Principal

Date:

By: _____
Rebecca Stuecker, Principal

Date:

Exhibit G

Architect's proposals for added scopes for Add Service No. 001 dated December 31, 2024 & Add Service No. 003 dated December 12, 2025.

Gerald Schober and Scott Burkett
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Arcadis International Ltd.
333 South Hope Street
C200
Los Angeles, CA 90071
United States
Phone: 213 633 1100
Fax: 888 492 2762
www.arcadis.com

Date: December 31, 2024

Our Ref: 123392

Subject: **Proposal for Added Scope | Additional Services: McAuliffe Elem.**

School Modernization, District Directed Changes to Hallway Lighting and Additional Power Outlets to STEAM Lab.

Dear Gerald and Scott:

In November of 2024, we received communication from CFW that Oxnard School District had decided to replace the lighting throughout the building. Upon further site investigation, CFW directed Arcadis replace only the existing lights in the Corridors and Lobby Areas. Furthermore, Arcadis was also directed to include additional power outlets in the STEAM Lab (Project Room 188 / Existing Room 23) to provide power for equipment provided by District.

SCOPE OF WORK:

Added scope is identified below:

1. Replacement of Lighting throughout Corridors and Lobby areas:

- Replacement of existing lights to be LED.
- Coordination with Electrical Engineer
- Submit CCD to DSA for Review and Approval.

2. Additional Power Outlets provided in STEAM Lab:

- Provide additional power outlets to accommodate equipment at STEAM Lab.
- Coordination with Electrical Engineer
- Submit CCD to DSA for Review and Approval.
- Coordinate final locations with District staff.

Scope Assumptions

- No further work done to existing ceiling framing.

Scope Exclusions

- Any other additional services scope of work other than listed above.
- Power measurements of any existing panels.
- Any existing main Electrical Service, switchgear, etc. upgrades design

Arcadis, a California Partnership
December 31, 2024

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **\$36,654** (Thirty-Six Thousand, Six Hundred and Fifty-Four Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
Arcadis International Ltd.



Janvi Kanani, AIA, LEED AP BD+C, DBIA
Principal
Email: Janvi.kanani@arcadis.com
Direct Line: 213.769.0011x 56104
Mobile: 760.793.2394



Maurice Macare, AIA, LEED AP
Principal
Email: Maurice.macare@arcadis.com
Direct Line: 619.234.4110 ext 56712
Mobile: 805.440.9013

Acceptance

Date

Gerald Schober, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet



Arcadis Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 220
Project Architect	\$ 150
Specification Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 120
CADD/BIM Draftsman	\$ 100
Administrative Support	\$ 100

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 220	\$ 150	\$ 160	\$ 120	\$ 100	\$ 100
1	Lighting changes to Corridors & Lobby								
	Kick-Off Meeting	\$ 370		1	1				
	Reflected Ceiling Plans	\$ 5,430		24	1				
	DSA CCD (Submission/Backcheck)	\$ 4,020		16	2				2
	Consultant Coordination	\$ 880		4					
	Subtotal	\$ 10,700	0	45	4	0	0	0	2
2	Add'l Power Outlets at STEAM Lab								
	Consultant Coordination	\$ 880		4					
	DSA CCD (Submission/Backcheck)	\$ 1,030		4	1				
	Coord final Locations with District	\$ 440		2					
		\$ 2,350	0	2	0	0	0		
	Total A/E Fees								
	Total Architectural Fee	\$ 13,050							
	Subconsultant Fees								
	Total MEP	\$ 19,670	Budlong - Revise Plans for Lighting and Add't power scope						
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	\$ 3,934							
	Total A/E Fee	\$ 36,654							

Gerald Schober
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Arcadis International Ltd.
333 South Hope Street
C200
Los Angeles, CA 90071
United States
Phone: 213 633 1100
Fax: 888 492 2762
www.arcadis.com

Date: December 12, 2025

Our Ref: 123392

Subject: **Proposal for Revised Scope | Additional Services:**

**McAuliffe Elem. School Modernization,
Additional Adjustable Shelving – Phase I, II, III and IV**

Dear Danyah and Gerald:

On December 09, 2025 Arcadis received directions from CFW to install adjustable shelving at all Open Closets for Phase I, II, III and IV. On December 8th, 2025, previous to direction given by CFW, Arcadis met with Inspector of Record (IoR) to review typical closet conditions to accommodate adjustable shelving.

SCOPE OF WORK:

Added scope is identified below:

1. On-Site Meeting with IoR (previously done).
2. ASI generation. (i.e. Floor Plans, Details)
3. Construction Administration Support. (i.e. Product Data review, Shop Drawing Review, RFI's and PCO/CO Review).

Scope Assumptions

- No Future revisions to the above items

Scope Exclusions

- DSA Submission
- Any other additional services scope of work other than listed above, including future revisions to pertinent scope.

Compensation: We propose the following compensation for the above-mentioned services for the following fixed fee of **\$4,430 (Four-Thousand Four-Hundred and Thirty dollars)**.

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

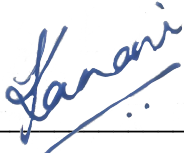
Arcadis Inc.
December 12, 2025

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
Arcadis International Ltd.

Janvi Kanani, AIA, LEED AP BD+C, DBIA
Principal
Email: Janvi.kanani@arcadis.com
Direct Line: 213.769.0011x 56104
Mobile: 760.793.2394



12/12/2025

Acceptance

Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet

Arcadis Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 220
Project Architect	\$ 150
Specification Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 120
CADD/BIM Draftsman	\$ 100
Administrative Support	\$ 100

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 220	\$ 150	\$ 160	\$ 120	\$ 100	\$ 100
1	Additional Adjustable Shelving at All remaining Casework (All Phases) Field Review, ASI generation, CA Support.	\$ 4,430		2	1		32		
		\$ -							
		\$ -							
	Subtotal	\$ 4,430	0	2	1	0	32	0	0
	Total A/E Fees								
	Total Architectural Fee	\$ 4,430							
	Subconsultant Fees								
	Total MEP	\$ -							
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	\$ -							
	Total A/E Fee	\$ 4,430							

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #23-04 with Frontier Communications - Internet Access Services/Internet Service Provider (E-Rate) (DeGenna/Hubbard)

At the meeting on March 15, 2023, the Board of Trustees approved Agreement # 23-04 with Frontier Communications to provide Internet Access Services/Internet Service Provider for the Oxnard School District, in the amount of \$103,104.00

Amendment #1, in the amount of \$34,138.00, is being requested in order to extend the agreement for an additional 12-month period, from July 1, 2026 through June 30, 2027, to maintain Internet connectivity throughout the District while the next E-Rate procurement cycle is completed.

With this amendment, the overall agreement amount is not to exceed: \$137,242.00.

FISCAL IMPACT:

Not to Exceed: \$34,138.00 - General and E-Rate funds

RECOMMENDATION:

It is the recommendation of the Superintendent and the Chief Information Officer, that the Board of Trustees approve Amendment #1 to Agreement #23-04 with Frontier Communications.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Proposal \(1 Page\)](#)



**Amendment #1 to Agreement #23-04 with
Frontier Communications
March 25, 2026**

At the meeting on March 15, 2023, the Board of Trustees approved Agreement # 23-04 with Frontier Communications to provide Internet Access Services/Internet Service Provider for the Oxnard School District, in the amount of \$103,104.00

Amendment #1, in the amount of \$34,138.00, is being requested in order to extend the agreement for an additional 12-month period, from July 1, 2026 through June 30, 2027, to maintain Internet connectivity throughout the District while the next E-Rate procurement cycle is completed.

With this amendment, the overall agreement amount is not to exceed: \$137,242.00.

Frontier Communications:

By: _____

Date: _____

Oxnard School District:

By: _____
Melissa Reyes, Director, Purchasing

Date: _____



Dedicated Internet Access Schedule Amendment

Frontier Confidential

THIS AMENDMENT NUMBER 1 shall be attached to and become a part of the Dedicated Internet Access Schedule Number S-0000337082 located at 1051 South A Street, Oxnard, CA 93030 ("Service Schedule") dated July 1, 2023 ("Schedule Effective Date") by and between **Oxnard School District** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier").

WHEREAS, the parties agree to amend the Service Schedule as set forth herein.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the parties agree as follows:

1. Customer shall extend the Service Term of the Service Schedule by exercising the first one (1) year optional renewal, which shall extend the Service Term from July 1, 2026 – June 30, 2027.
2. The Service for Location A under Service Location of the Service Schedule shall remain at 10 Gbps; however, the MRC will decrease from \$2,864.00 to \$2,749.00 starting July 1, 2026.
3. All provisions of the Service Schedule shall remain in full force and effect except as modified by this Amendment.

This Amendment shall be effective on the date last signed below.

Frontier Communications of America, Inc.		Oxnard School District	
<i>Frontier's Signature:</i>		<i>Customer's Signature:</i>	
Printed Name:	Jeffrey Kay	Printed Name:	
Title:	Director, Government Sales	Title:	
Date:		Date:	

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Academic Agreement

Approval of Amendment #1 to Agreement #23-39 with Ventura County Office of Education - Ground Lease for Carl Dwire Jr. School (Pifko)

Amendment #1 is needed to extend the existing agreement by three years, maintaining the terms between the Oxnard School District and the Ventura County Office of Education for the Ground Lease at Carl Dwire Jr. School. The original agreement was approved by the Board of Trustees on June 21, 2023, with an initial term from September 14, 2023, through September 30, 2026.

Term of the Ground Lease: October 1, 2026 to September 30, 2029

FISCAL IMPACT:

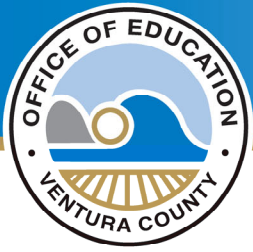
\$2,500.00 per year paid to Oxnard School District by Ventura County Office of Education.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #23-39 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

Amendment No. 01

Agreement #23-39

OXNARD SCHOOL DISTRICT AND VENTURA COUNTY OFFICE OF EDUCATION
SITE LEASE OF REAL PROPERTY FOR OPERATION OF CARL DWIRE JR SCHOOL
[PROGRAM]

Date: March 25, 2026

Via this Amendment 01, the above referenced agreement is amended as follows:

Section 4.1 Initial/Extended Terms: The term of the agreement shall be extended by three (3) years commencing on October 1, 2026 and ending September 30, 2029.

Signatures:

Lisa Cline, Executive Director, IBS
Ventura County Office of Education

Melissa Reyes, Director, Purchasing
Oxnard School District

Date:

Date:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #25-03 – Spectrum Enterprise – Network Connections E-Rate (DeGenna/Hubbard)

At the meeting on March 19, 2025, the Board of Trustees approved Agreement # 25-03 with Spectrum Enterprise to provide point-to-point network connections, Option 8, between various locations within the Oxnard School District and the Ventura County Office of Education, in the amount of \$44,340.00.

Amendment #1, in the amount of \$24,480.00, is being requested in order to extend the agreement for an additional 12-month period, from July 1, 2026 through June 30, 2027, to maintain network connectivity between District sites while the next E-Rate procurement cycle is completed.

With this amendment, the overall agreement amount is not to exceed: \$68,820.00.

FISCAL IMPACT:

Not to exceed: \$24,480.00 - General and E-Rate funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Superintendent that the Board of Trustees approve Amendment #1 to Agreement #25-03 with Spectrum Enterprise.

ADDITIONAL MATERIALS:

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



**Amendment #1 to Agreement #25-03 with
Spectrum Enterprise
March 25, 2026**

At the meeting on March 19, 2025, the Board of Trustees approved Agreement # 25-03 with Spectrum Enterprise to provide point-to-point network connections, Option 8, between various locations within the Oxnard School District and the Ventura County Office of Education, in the amount of \$44,340.00

Amendment #1, in the amount of \$24,480.00, is being requested in order to extend the agreement for an additional 12-month period, from July 1, 2026 through June 30, 2027, to maintain network connectivity between District sites while the next E-Rate procurement cycle is completed.

With this amendment, the overall agreement amount is not to exceed: \$68,820.00.

SPECTRUM ENTERPIRSE:

By: _____

Date: _____

Oxnard School District:

By: _____

Date: _____

Melissa Reyes, Director, Purchasing

SERVICE ORDER

THIS SERVICE ORDER ("Service Order") is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below), and is governed by and subject to the applicable Spectrum Business - Enterprise Commercial Terms of Service posted at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL) or, if applicable, an existing service agreement executed by the parties (each, as appropriate, the "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information	
Contact: Mark Kim	
Telephone: 562-677-0311	
Email: mark.kim@charter.com	

Customer Information		
Customer Name OXNARD ELEMENTARY SCHOOL DISTRICT	Order # 15356744	
Address 1051 S A ST OXNARD CA 93030		
Telephone (805) 385-1501	Email: mvreyes@oxnardsd.org	
Contact Name Melissa Reyes	Telephone (805) 385-1501	Email: mvreyes@oxnardsd.org
Billing Address 1051 S A ST OXNARD 93030		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 1051 S A St Unit EPL 2, Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Hub - ELINE Master	12 Months	1	\$0.00	\$0.00
EPL 10Gbps	12 Months	1	\$895.00	\$895.00
<u>TOTAL</u>				\$895.00

NEW AND REVISED SERVICES AT 570 Airport Way , Camarillo CA 93010

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	12 Months	1	\$895.00	\$895.00
Spoke	12 Months	1	\$0.00	\$0.00
<u>TOTAL</u>				\$895.00

1. **TOTAL CHARGE(S).** Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

California Teleconnect Fund (CTF) Contingency.

If state funding for the California Teleconnect Fund (CTF) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company (USAC), administrators of E-Rate funding, Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF.

E-Rate Funding Contingency.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

E-Rate Upgrade within Term

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the "Required Notice"), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing Service(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

Contract Extension

This Service Order #15356744 executes the first of two (two) extension options provided in Service Order #14639750. Customer shall have the option to renew this Service Order for up to one (1) additional twelve (12) month terms ("Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

[Signature Page Follows]

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Charter Communications Operating, LLC	
By: Charter Communications, Inc., its Manager	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

**Approval of Amendment #1 to Agreement #25-133 – ARC Document Solutions, LLC.
(Pifko/Bennett)**

At the September 17, 2025 board meeting, the Board of Trustees approved Agreement #25-133 with ARC Document Solutions for high-quality scanning, indexing, and reorganization of historic documents in the amount of \$115,424.80.

Amendment #1, in the amount of \$11,300.00, is required due to a change in the scope of work, specifically an increase in the volume of large-format documents. These additional services were identified after the original agreement was executed and are necessary to ensure all project requirements and deliverables are fully met. This added cost does not extend the term of the agreement.

FISCAL IMPACT:

\$11,300.20 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #25-133 with ARC Document Solutions. LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Proposal \(1 Page\)](#)



**Amendment #1 to Agreement #25-133 with
ARC Document Solutions
March 25, 2026**

At the September 17, 2025 board meeting, the Board of Trustees approved Agreement #25-133 with ARC Document Solutions to provide services related to the project as outlined in the original scope of work, in the amount of \$115,424.80.

Amendment #1, in the amount of \$11,300.00, is necessary to incorporate an expanded scope of services required to fully complete the project. The additional services were identified after the original agreement was executed and are essential to ensure that all project requirements and deliverables are properly fulfilled. This additional cost will not extend the terms of the agreement.

With this amendment, the overall agreement amount is not to exceed: \$126,724.00.

ARC Document Solutions:

By: _____

Date: _____

Oxnard School District:

By: _____

Date: _____

Melissa Reyes, Director, Purchasing

Scanning Service Agreement - Change Order

The following Change Order ("C/O") form is to be utilized for any change to the Services as described in the Scanning Service Agreement ("SSA") executed between ARC Document Solutions, LLC ("ARC") and _____ ("Customer") on _____, (including but not limited to request for change of scope of work, additional work, or request for additional hours). This C/O, when fully executed, will be included as part of and governed by the SSA. No payment for work outside of the hours and work authorized under SAS shall be deemed billable to Customer, unless approved in writing through use of this C/O form. All work rendered outside of the terms of the SSA with a signed C/O form shall be considered authorized, and Customer shall bear the responsibility for all related fees and actions. This form shall only become binding when executed by an authorized representative of each party to the SSA.

IN WITNESS WHEREOF, the Parties duly authorized representatives have executed this Agreement to become effective as of the Effective Date.

ARC Document Solutions, LLC ("ARC")

("CUSTOMER")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-203 – Vortex Industries, LLC. (Pifko/Bennett)

Vortex Industries, LLC. will provide professional door services, as needed, to the Oxnard School District, including the repair, removal, and replacement of equipment across all major brands. Services include, but are not limited to glass, wood, and hollow metal doors; overhead, rolling steel, and fire doors; loading dock equipment and accessories; wrought iron and chain link gates and fencing; and specialty equipment such as cold storage doors, high-speed doors, air curtains, warehouse fans, strip curtains, bug screens, roof hatches, security hardware and access control systems, emergency board-up and glass replacement, handicap operators, and related services.

Term of Agreement: March 26, 2026 through June 30, 2027

FISCAL IMPACT:

Not to Exceed: \$10,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement ##25-203 with Vortex Industries, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-203, Vortex Industries, 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

Oxnard School District

Director, Purchasing

Signature

Date



PROPOSAL

1-800-498-6783

To	Site	Date
Attn. Angela Duarte		
Ref. #	Phone	Job Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____		
Payment Terms: _____% on deposit. Balance due upon Completion.		
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.		
<small>NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.</small>		
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.		
Accepted:	("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By		By:
Date		Date:

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jamba, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.

Rev. 1/09

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 25, 2026

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-214 – Kealoha and Company (Fox/Ruvalcaba)

Kealoha and Company will perform in-person dances from the islands of Hawaii and Tahiti at the Oxnard School District's Fourth Annual Asian American and Pacific Islander Heritage Celebration at Brekke School on May 19, 2026. All families in the district will be invited to celebrate and learn about Asian American and Pacific Islander heritage through literature, dance, and a keynote speaker.

FISCAL IMPACT:

\$1,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family, and Community Engagement and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #25-214 with Kealoha and Company.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-214, Kealoha and Company \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

CONTRACT/INVOICE/RECEIPT

KEALOHA AND COMPANY "EXPRESSIONS OF THE PACIFIC"

Josephine V. Ramirez
801 Encino Place
Santa Paula, CA 93060

February 25, 2026

This is to inform you that Kealoha and Company "Expressions of the Pacific" will be performing for Brekke Elementary School, 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030 on the evening of Tuesday, May 19, for their Muti-Cultural week/month. We will perform dances of Hawaii and Tahiti. If possible, The Philippines and New Zealand. There will be audience participation. An Aloha Gift will be given to anyone who participates.

A changing room will be needed near the performance area. Restroom is not advisable to use. If a restroom is the only place for changing no one will be allowed in the restroom before, during the performance or until we are done. The place must be suitable for at least 3-5 dancers, though there could be more. Our costumes will be laid out during the performance.

A microphone and speaker will also be needed. I will bring my own if not available.

Please also note I will park my vehicle on the street.

Please make a monetary donation payment of \$1,000.00 (One Thousand Dollars) in cash or a check or venmo for entertainment to:

Josephine V. Ramirez, 801 Encino Place, Santa Paula, Ca 93060.

If you have any questions, you may contact me by email KealohaAndCo@aol.com or text or call 805-218-7274.

Mahalo & Aloha,
Josephine V. Ramirez



OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-216 – McCarty & Son’s (Pifko/Bennett)

McCarty & Son’s will provide towing and transportation services for vehicles and heavy equipment, including rollback trucks and low beds capable of carrying up to 80 tons (such as buses and containers). Their services also cover winching and handling oversize loads or permits, which require commercial driver’s licenses (CDLs) for heavy hauling, adherence to DOT regulations, and access to specialized vehicles like tow trucks, equipment that the Oxnard School District does not own and cannot feasibly acquire due to infrequent demand. These tasks fall outside the Oxnard School District’s regular duties and occur on an irregular basis.

Term of Agreement: March 26, 2026 through June 30, 2027

FISCAL IMPACT:

Not to Exceed: \$2,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement ##25-216 with McCarty & Son’s.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-216, McCarty & Son's \(4 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

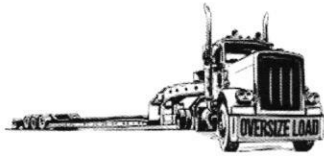
Oxnard School District

Director, Purchasing	Signature	Date

McCarty & Sons

EQUIPMENT TRANSPORTATION SERVICE

LOWBED SERVICES
Local & Long Distance



Transportation Rate Sheet

Revised 07/01/2025

Available Equipment

Rates Per Hour

Rollback - 10 Ton Capacity	_____	\$160.00
Tractor & Driver	_____	\$170.00
Tractor & Lowbed	_____	
(up to 24 ton / Legal Dims)	_____	\$170.00
Tractor & Lowbed	_____	
(up to 24 Ton / Oversize)	_____	\$180.00
Tractor & Lowbed	_____	
(25-30 Ton / Cat D7G, 325, 966)	_____	\$185.00
Tractor & Lowbed	_____	
(30-35 Ton / Cat D7R & 980)	_____	\$190.00
Tractor & Lowbed	_____	
(35-45 Ton / Cat D8, 336, 623F)	_____	\$195.00
Tractor W/7 Axle Combo	_____	
(45-55 Ton / Cat 349, 986, 826)	_____	\$250.00
(For 825 & 826 Compactors add \$10/hr)		
Tractor W/9 Axle Combo	_____	
(55-60 Ton / Cat D9, 988, Hit EX550)	_____	\$280.00
Tractor W/9 Axle Combo	_____	
(60-70 Ton / Cat D9L)	_____	\$290.00
Tractor W/9 Axle Combo	_____	
(70-80 Ton / Hit EX800, D10R)	_____	\$305.00
Pilot Car & Driver	_____	\$80.00
Swamper	_____	\$65.00
4 X 4 Sheepsfoot	_____	\$165.00
5 X 5 Sheepsfoot	_____	\$175.00
Containers (Empty)	_____	
	20 Foot	\$175.00
	40 Foot	\$185.00
*All Loads Requiring Winch	_____	\$10 Extra
<u>Weekends</u>		
Driver & Swamper	_____	\$45 Extra
<u>Holidays</u>		
Drivers & Swampers	_____	\$55 Extra

* Permit fees and pilot car fees are not included in lowbed hourly rates *

** All Lowbed services are subject to a two-hour minimum **

Unless quote otherwise, all prices are estimated on a portal to portal rate, using
Oxnard, California, as a base port.

For quotes please call lowbed dispatch at

1608 E 5th Street
P.O. Box 6757
Oxnard, California 93031-6757

(805) 487-0117
Fax (805) 486-3213

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-220 – KeyAnalytics (Pifko)

KeyAnalytics will provide specialized consulting services to prepare a Developer Fee Justification Study covering both Residential and Commercial/Industrial Development ("Study") for the District. The Study will justify statutory school fees for the District and identify the full school facilities impacts to be mitigated by these types of developments within the Oxnard School District.

Term of Agreement: March 26, 2026 through June 30, 2029

FISCAL IMPACT:

\$8,000.00 every other year, for a Total of \$16,000.00 – Developer Fees

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-220 with KeyAnalytics.

ADDITIONAL MATERIALS:

Attached: [Agreement ##25-220, KeyAnalytics \(8 Pages\)](#)
[Proposal \(11 Pages\)](#)

Agreement #25-220

OXNARD SCHOOL DISTRICT
Professional Services Agreement

[This Agreement is intended to be used for Professional services such as contracted accountants, auditors, educational consultants, nurses, psychologists, speech pathologists, therapists, etc.]

This Professional Services Agreement (the "Agreement") is made and entered into _____ by and between OXNARD SCHOOL DISTRICT (hereinafter referred to as "District" or "Local Educational Agency") 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

Provider Tax Identification or Social Security Number

The Parties agree as follows:

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

Services. Provider shall provide District with the services (the "Service") described on Exhibit A "Statement of Services" attached hereto and incorporated herein by this reference.

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement.

Additional Services. A written amendment to this Agreement shall be prepared by either party and executed by all of the Parties before any performance of additional Services or the District shall not be required to pay for the increased cost incurred for the changes in the Statement of Services.

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

Term. The term of this Agreement shall commence on _____ and terminate on _____.

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 Services completed on such items prior to termination of the Agreement.

Payment and Expenses. All payments due to Provider under this Agreement are set forth in Exhibit B "Schedule of Fees" attached hereto and incorporated herein by this reference.

All payments due to Provider, as set forth in the Schedule of Fees, 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 and for which payment is sought. Provider shall not include a request for payment for any Service in more than one invoice. If payment for a Service is disputed, the Parties shall negotiate in good faith and any subsequent payment, adjustment or credit for said Service shall be made or given with reference to the original invoice.

Nature of Relationship. The Parties agree the relationship created by this Agreement is that of independent contractor. In performing 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.

Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws. 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.

Assignment and Subcontractors. Provider shall not assign, sublet, or transfer this Agreement or any rights or obligations 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. 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.

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.

Warranty. Provider hereby warrants to District that the Service shall be performed in a professional and workmanlike manner consistent with the highest industry standards.

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.

Qualifications. Provider shall possess and in signing this Agreement warrants and represents that Provider has special skills, proficiency and expertise to render the Services described in this Agreement. Provider shall at all times keep all licenses current, be in good standing and notify District of any change in licensure or professional status, including disciplinary or licensure proceedings of any kind.

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 and adhere to professional and licensing standards of practice in the performance of this Agreement.

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 workers in school settings who are on-site supporting school functions are compliant with applicable California Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance remain in effect.

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, Pupil Records, 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. Provider shall not disclose such data, information and records except to the District or in strict compliance with the provisions of all California and Federal statutory laws and upon prior written notice to the District.

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. When Provider performs the criminal

background check, it shall immediately prevent any person representing the Provider who has been convicted of a violent or serious felony from accessing an District school or office site.

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, or other location as mutually agreed by both parties.

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 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. 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, 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 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: [REDACTED]

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 Services 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 written statement to District requesting a waiver from this requirement and indicating the reason Workers’ Compensation Insurance is not required.

- d. Professional Liability Insurance. 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. Abuse and Molestation Insurance. If, in providing the Services, any employee, subcontractor or other person under the direction and control of Provider (each, a “Provider Party”) will have an opportunity to interact with any District student outside of the immediate supervision and control of the student’s parent or guardian or a certificated District 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 Provider wishes to request a waiver of this requirement to provide Sexual Abuse and Molestation insurance coverage, it must submit a written statement to the District explaining why the Services will not provide an opportunity for any Provider Party to interact with any District student. This insurance coverage must be provided unless the District Representative under this Agreement authorizes the requested waiver by signing below:

WAIVER. Sexual Abuse and Molestation coverage is waived because no Provider Party will interact in any way (either in person or via an app or cloud application) with any District student:

District Representative: _____ Date: _____

- f. Broader Coverage. If the Provider 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. Primary, Non-Contributory and Waiver of Subrogation. Provider’s insurance is primary and will not seek contribution from any other insurance available to the District. Any insurance or self-insurance maintained by District shall be excess of the Provider’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. Provider further hereby waives any and all rights of subrogation that it may have against the District. Required endorsements are listed below.
- h. 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.
- i. 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) Waiver of Subrogation: CG 24 04 05 09
 - 3) Primary, Non-Contributory: CG 20 01 01 13
 - 4) Commercial Automobile Liability (if necessary): CA 20 48 10 13

- j. Claims Made Policies. If any of the required policies provide coverage on a “claims made” basis:
 The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Service.
 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Service.
 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Service.
- k. 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.
- l. 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

Notice. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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

OXNARD SCHOOL DISTRICT
 Local Educational Agency
 Attn: _____

 Street

 City, State, Zip Code

 Provider
 Attn: _____

 Street

 City, State, Zip Code

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.

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.

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

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. Provider represents and warrants that Provider 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.

OXNARD SCHOOL DISTRICT
Local Educational Agency

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

E-Mail Address

E-Mail Address

Telephone

Telephone

Exhibit A
Statement of Services

Description of Services:

Schedule:

Exhibit B
Schedule of Fees

Fees:

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

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

Payment Schedule:

Additional Costs or Expenses:



Proposal to Provide
Developer Fee Services for the
Oxnard School District

March 10, 2026



27201 Puerta Real, Suite 260
Mission Viejo, CA 92691
(949) 282-1077

SECTION A: EXECUTIVE SUMMARY LETTER

March 10, 2026

Oxnard School District
Mellisa Reyes
Director of Purchasing
mvreyes@oxnardsd.org
1051 S A St.
Oxnard, CA 93030

RE: Proposal for Developer Fee Services

Dear Ms. Reyes,

We appreciate the opportunity to submit our proposal for providing Developer Fee Services to the Oxnard School District (“District”). At *KeyAnalytics*, we are eager to collaborate with the District on these critical services. Our team’s expertise and qualifications align perfectly with the project’s requirements, ensuring we deliver outstanding results. A key strength of our firm is building trust-based relationships with our clients, allowing them to confidently rely on our expertise in all aspects of capital financing. We take pride in serving as an extension of staff, developing innovative and effective solutions to address the financial challenges faced by local agencies, including infrastructure funding and ongoing maintenance needs.

EXPERT STAFF

KeyAnalytics employs a team of six senior-level experts specializing in Special District Formation and Administration and Developer Fee Services, each with 15 to 36 years of experience, collectively offering 150 years of senior-level expertise. Additionally, four of our team members have served as managing principals in successful firms, demonstrating our strong ability to recruit, train, and retain top-tier talent to meet our clients' needs effectively. For the District, we propose staffing the project with **three** of our most senior team members, who together bring over 40 years of experience serving public agencies in Southern California.

PROVEN RESULTS

With 35 years of continuous operation, we have had the privilege of working with hundreds of public agencies. Our experience spans multiple economic cycles and the transformation of the inland empire from a largely undeveloped region into a thriving economic hub. Throughout this evolution, we have remained committed to exceeding client expectations by providing expert staff and adapting our scope of work as needed. Within our response, you will find three client references. In each case, we are confident you will encounter a satisfied client who has experienced the unique value our team and approach bring to every project.

We are excited about the opportunity to collaborate with the District. **This proposal will remain valid for 60 days.** If you have any questions during the evaluation process or afterward, please feel free to contact Steven Gald directly at (949) 282-1077 or via email at sgald@calschools.com.

Best Regards,



SECTION B: TABLE OF CONTENTS

SECTION A:	EXECUTIVE SUMMARY LETTER	1
SECTION B:	TABLE OF CONTENTS	2
SECTION C:	FIRM OVERVIEW	3
SECTION D:	PROPOSED SERVICES	4
SECTION E:	FIRM TEAM MEMBERS	6
SECTION F:	REFERENCES	9
SECTION G:	FEE STRUCTURE	10

SECTION C: FIRM OVERVIEW

C. Financial Investment, Inc.

Company Address:

555 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
P. 949.282.1077
www.keyanalytics.org

Filling Type: S-Corp.

No. of Employees: 27

Point of Contact:

Steven Gald
Executive Vice President
949.282.1077
sgald@calschools.com

C. Financial Investment Inc., founded in 1989, has been serving public agencies across California for 35 years.

As required by the Dodd-Frank Act, C. Financial Investment, Inc., the parent company of S DFA and *KeyAnalytics*, is, and has maintained, all SEC and MSRB registration requirements for both the firm and its municipal advisory staff members. C. Financial Investment, Inc., has never been subject to an infraction or penalty under any of the applicable Dodd-Frank Act requirements. Our current registration identifications under our corporate name C. Financial Investment, Inc. are SEC Registration Number: 867-00303 and MSRB Registration Number: K0549.

Over our long history, we have delivered specialized consulting services through two distinct brands:

California Financial Services (CFS)

CFS is a full-service municipal advisory firm specializing in designing and

implementing comprehensive funding programs. CFS has pioneered industry-standard setting initiatives, such as the land banking program, which enabled school Districts to acquire the necessary sites to support rapid community growth in the 1990s and early 2000s, particularly in Orange, Riverside and San Bernardino counties. Another notable achievement is the variable rate bridge program, which allowed local agencies to complete essential infrastructure projects ahead of State grant funding in the early 2000s.

KeyAnalytics

Recognizing the need for additional resources beyond traditional municipal advisory services, C. Financial Investment Inc. launched *KeyAnalytics* to address the complex challenges faced by public agencies. *KeyAnalytics* is comprised of experienced industry leaders and skilled support staff specializing in:

- **Capital Funding Program Administration**
- **Post-issuance compliance and disclosure**
- **State program eligibility**
- **Fiscal Impact Fee analysis**
- **Special District Formation and Administration**

Our team includes former public agency leaders and accounting professionals.

KeyAnalytics continually invests in its staff and develops innovative software tools to enhance service delivery. *KeyAnalytics* has become a preferred destination for seasoned professionals seeking to focus on exceptional client service.

In 2022, *KeyAnalytics* expanded its capabilities by acquiring another market leader, **Special District Financing and Administration (SDFA)**, strengthening its special District formation and administration team. And the addition of Melissa Bellitire in late 2024, a Municipal Finance expert with over 21 years of experience and a founding member of Spicer Consulting Group, LLC, further enriched the firm's expertise.

These strategic additions have positioned *KeyAnalytics* to serve a broader portfolio of public agencies clients while maintaining a commitment to exceptional responsiveness and client service.

With six experts in special district formation and administration, each boasting 15 to 36 years of experience, *KeyAnalytics* offers a combined 150 years of senior level expertise. Additionally, four of our team members have served as managing principals in successful firms, ensuring unmatched capacity for recruiting, training, and retaining top talent to meet clients' needs effectively.

Today, the combination of S DFA and *KeyAnalytics* is the largest provider of special district formation and administration and developer fee services to public school districts in California, holding a dominant presence in Orange, Riverside, San Bernardino, and San Diego Counties. The team remains dedicated to delivering concierge-level service and leveraging cutting-edge tools, ensuring continued success for decades to come.



SECTION D: PROPOSED SERVICES

We are pleased to propose the following Developer Fee Service to the Fontana Unified School District.

Developer Fee Justification Study Preparation Services:

KeyAnalytics will provide specialized consulting services to prepare a Developer Fee Justification Study covering both Residential and Commercial/Industrial Development ("Study") for the District. The Study will justify statutory school fees for the District and identify the full school facilities impacts to be mitigated by these types of development within the District. The specific activities to be performed by shall include the following:

- Calculate student generation factors ("SGF") for housing by school level. SGFs will be calculated by comparing student enrollment of the District to the number of housing units within the District as reported by the U.S. Census;
- Review the school facilities capacity of the District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level;
- Review development plans and tract maps of jurisdictions (e.g., city or county) served by the District , to estimate the number of future residential units by housing category that can be constructed within the District;
- Compare existing enrollment to facilities capacity, by school grade level, to determine whether any surplus seats exist to house students generated from future residential units;
- Project the number of students to be generated by housing category and school grade level from future residential units within the District ;
- Estimate the number and type of school facilities by school grade configuration that will need to be construct of expanded by the District based on the projected enrollment and the capacity of existing school facilities.
- Reviewing and analyzing documents of the District to estimate the cost of constructing or expanding the school facilities identified. If the District cannot provide sufficient cost information regarding the construction or expansion of school facilities, costs will be estimated using the square footage and cost allowances established by the OPSC;
- Estimate the "actual" school facilities impacts per unit and square foot of residential floor space by each housing category. Confirm that the "actual" school facilities impact per square foot of residential floor space exceeds the new Residential School Fee for a housing category;
- Estimate the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the District utilizing prior studies prepared for the District and/or data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census. Estimate the current number of workers per household within the DISTRICT (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data. Project the number of new "local households" that will locate within the District as a direct result of commercial/industrial development within the District adjusting for new housing units;
- Estimate student enrollment increases for each commercial/industrial building, based on SGFs and the local household impacts per commercial/industrial building unit;

SECTION D: PROPOSED SERVICES

- Estimate additional student enrollment increases for each commercial/industrial building based on: (i) employment-related inter-District transfer rates and (ii) estimated student enrollment increases per commercial/industrial building;
- Estimate the “actual” school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building. Confirm that the “actual” school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average “actual” school facilities as a result of the development of a residential unit and the estimated Residential School Fees for such unit; and
- Prepare draft and finals version of a report presenting the findings of the Study. Final versions of the report can be provided in PDF format, in addition to bound copies.

KeyAnalytics will assist the District with the preparation of the necessary resolutions and public notices. And if requested, attend one (1) Board meeting to review the Study with the Board and answer questions related to its content.

SECTION E: FIRM TEAM MEMBERS

ASSIGNED STAFF MEMBERS

Due to our strong presence and established relationships with other school districts in throughout the State, *KeyAnalytics* has a highly experienced team actively engaged in the communities within and surrounding the District. To support the District, we will provide a dedicated team of **three** professionals, as outlined in the chart below. Each team member will contribute their specialized expertise and stay fully informed about all ongoing projects for the District. Our objective is to assemble a team capable of delivering exceptional results with minimal response times. In addition to this core team, six additional staff members with similar expertise will be available to provide support as needed, leveraging their experience. ***KeyAnalytics* will not engage any sub-contractors to complete the work requested by the District.**

Name	Discipline	Title	Experience
Steven Gald*	Municipal Advisor, Special District Formation, and Development Impact Fees	Executive Vice President	24 - Years
Justin Bjorgan	Special Financing District Formation and Administration	Vice President	20 - Years
Alfonso Hinojos**	Development Impact Fees, Special Financing Administration, and Property Owner Services	Analyst	2 - Years

* Principal staff members

** Bilingual (English & Spanish)

SECTION E: FIRM TEAM MEMBERS



Steven Gald

Project Role:

Principal –in-Charge

Title:

Executive Vice President

Project Responsibilities:

Serve as the Client Services Director, ensuring that the District's core objectives and priorities are consistently met and that the project progresses on schedule. As an integral member of the team, Steven represents our company's unwavering commitment to delivering the highest level of service.

Experience:

24 - Years

Licenses and Certifications:

Registered Municipal Advisor Principal.

Contact:

Office: 949.371.8462

Cell: 949.510.8734

sgald@calschools.com

Steven Gald brings over 24 years of expertise in Municipal Finance consulting, specializing in assisting public agencies in the planning and implementation of comprehensive infrastructure funding programs utilizing the issuance of General Obligation Bonds, Special Tax Bonds, Certificates of Participation and Lease Revenue Bonds. Steven is a registered Municipal Advisor Principal and the managing partner of C. Financial Investment Inc.

In addition to his management role at the firm, Steven provides strategic advice and municipal advisory services to issuer clients throughout the State of California managing existing debt portfolios and funding new projects. Steven also assists agencies in the formation of Mello-Roos Community Facilities Districts (CFDs) and the structuring of credits to support the issuance of debt repaid through CFD special taxes.

He holds a degree in Finance from California State University Long Beach.

RELEVANT EXPERIENCE

- **Redlands Unified School District (“RUSD”).** C. Financial Investment Inc. provides municipal advisory, CFD formation and administration, and development impact fee justification services to RUSD which serves a 147 square mile area including the communities of Redlands, Loma Linda, Mentone, Forest Falls, and portions of San Bernardino and Highland. Steven provides strategic advice to RUSD and oversees the team of experts that delivery services. Over the last decade plus Steven has assisted RUSD in establishing a robust CFD annexation program, securing voter approval for \$500 million in General Obligation Bonds, and the strategic acquisition of the last operating packing house in the City of Redlands with plans to preserve and repurpose the structure for District use.
- **Manteca Unified School District (“MUSD”).** C. Financial Investment Inc. provides municipal advisory, CFD formation and administration, and development impact fee justification services to MUSD which is located in the southern portion of San Joaquin County and services approximately 113 square miles including nearly all of the cities of Manteca and Lathrop, a small portion of the City of Stockton, and adjacent unincorporated. Over the last decade plus Steven has assisted MUSD in establishing a robust CFD annexation program and securing two voter approvals totaling \$419 million in General Obligation Bonds.

SECTION E: FIRM TEAM MEMBERS



Justin Bjorgan

Project Role:

Project Manager

Title:

Vice President

Project Responsibilities:

Serve as the Project Manager and act as the District's primary day-to-day point of contact for District staff. He will oversee the project schedule to ensure the timely delivery of work products and maintain open lines of communication through regular meetings and emails. He will play a pivotal role in maintaining clear communication with District staff, ensuring adherence to all reporting requirements for transparency, and performing quality control on all deliverables to confirm their accuracy and timeliness.

Experience:

20 - Years

Contact:

Office: 949.371.8259

Cell: 949.510.8734

jbjorgan@calschools.com

Justin Bjorgan brings over 20 years of expertise in Municipal Finance consulting, specializing in the administration of special financing Districts for municipalities throughout California. He provides ongoing administration services, ensuring strict adherence to reporting requirements for transparency, quality control on all deliverables, and effective communication with agency staff. Justin also managed bond transactions, including new issuances and refunding for CFD special tax bonds.

His area of expertise includes the administration of Mello-Roos Community Facilities Districts ("CFDs"). Justin currently leads a team that manages over 400 CFDs and enrolling over \$323 million in special taxes in nine counties include over \$130 million concentrated in Riverside and San Bernardino County for Fiscal Year 2024/2025.

He holds a degree in Business Administration from the University of Southern California.

RELEVANT EXPERIENCE

- **Moreno Valley Unified School District ("MVUSD").** *KeyAnalytics* serves the school District as special tax consultant assisting with the ongoing management of the District 30 CFDs and forming a total of 9 CFDs and issuing \$51,250,000 in special tax bonds over that last 5 years. Services include CFD administration, Special Tax Consulting, CFD Formation, compliance reporting, account statement tracking and taxpayer liaison. *KeyAnalytics* also provide development impact justification and reporting services and post issuance compliance services to MVUSD. MVUSD serves an area of approximately 77 square miles and includes portions of the incorporated City of Moreno Valley, a small portion of the City of Riverside and some unincorporated regions in Riverside County.
- **City of Escondido.** *KeyAnalytics* provides Annual Administration services for the City's 1915 Act Assessment District, 1972 Act Landscape and Lighting District, and 1982 Community Facilities Districts. This includes budget preparation and fund balance analysis, Annual Engineers Report preparation, on-going management of the database including any new development, coordination with the San Diego County Auditor-Controller for levy submission, property owner and title company calls, and oversees our quality control assurance process on all client deliverables.

SECTION F: REFERENCES

At *KeyAnalytics* we pride ourselves in our long term productive relationships with our school District partners. We provide developer fee services to over 50 school districts. Below are a few additional references for our proposed services.

School District	Contact	Services
Redlands Unified School District 20 West Lugonia Ave. Redlands, CA 92374-2234	Jason Hill Assistance Superintendent, Business Services (909) 307-5300 jason_hill@redlands.k12.ca.us	<ul style="list-style-type: none"> • Municipal Advisory • CFD Formation and Administration • Developer Fee Services
Westside Union School District 41914 50th St. West Quartz Hill, CA 93536-2963	Jacob Briggs Assistant Superintendent, Business Services (661) 722-0716 Ext. 75512 j.briggs@westside.k12.ca.us	<ul style="list-style-type: none"> • Municipal Advisory • CFD Formation and Administration • Developer Fee Services
Manteca Unified School District 2271 W. Louise Ave. Manteca, CA 95337-8381	Victoria Brunn Chief Business and Information Officer (209) 858-0728 vbrunn@musd.net	<ul style="list-style-type: none"> • Municipal Advisory • CFD Formation and Administration • Developer Fee Services

SECTION G: FEE STRUCTURE

KeyAnalytics is pleased to present our fee proposal for providing Developer Fee Services to the Oxnard School District. These fees covers services performed in accordance with the proposed scope of work detailed in Section D.

Developer Fee Justification Study Preparations

KeyAnalytics agrees to receive as full compensation for the rendering of Developer Fee Study Preparation Services, as described above, a fixed fee amount of **\$8,000** inclusive of all ordinary expenses.

Hourly Rates - For additional services performed related to a project which are not listed herein, compensation shall be stated upon written request of such service or at the hourly rates set forth.

Title	Rate Per Hour
Principal	\$300
Vice President	\$270
Senior Associate	\$225
Associate	\$150
Support Staff	\$120

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-221 – Letner Roofing Co. – Frank Academy Roofing Project (Pifko/Bennett)

Letner Roofing Company will perform a roof replacement at R.J. Frank Academy. The existing roof has reached the end of its useful life and requires replacement. The work will be completed through OMNIA Contract No. R230404. Letner Roofing Company will provide all necessary labor, equipment, and tools, as well as any materials not supplied by the District, required to complete the roof replacement.

Terms of Agreement: March 26, 2026 through August 18, 2026

FISCAL IMPACT:

\$2,276,000.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve #25-221 with Letner Roofing Company.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-221, Letner Roofing Co. \(14 Pages\)](#)
[Proposal \(4 Pages\)](#)



AGREEMENT FOR CONSTRUCTION SERVICES

(SMALL PROJECTS)

CONTRACT NUMBER: _____

This Contract (“Contract”) is made and entered into on _____ by and between _____ “Contractor”) and Oxnard School District (“Local Educational Agency” or “LEA”).

The Contractor shall furnish to the Oxnard School District for a total price of \$ _____ Dollars (“Contract Price”), the following services (“Services” or “Work”) on the Project:

Bid # _____

Project Name: _____

1. Work shall be completed within _____ (_____) consecutive calendar days (“Contract Time”) from the date specified in the Oxnard School District’s Notice to Proceed.
2. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to the Contract provisions, it is understood, acknowledged, covenanted, and agreed that the Oxnard School District will suffer damage that is not capable of being reasonably calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the Oxnard School District, as fixed and liquidated damages for these incalculable damages, the sum of _____ Dollars per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
3. The Contract Documents include the following documents, as indicated:

- | | |
|---|---|
| ___ Notice to Bidders | ___ Criminal Background/ Fingerprinting |
| ___ Instructions to Bidders | ___ Drug-Free Workplace Certification |
| ___ Bid Form and Proposal | ___ Tobacco-Free Environment Certification |
| ___ Bid Bond | ___ Statement of Bidder’s Qualifications |
| ___ Designated Subcontractors List | ___ Insurance Certificates and Endorsements |
| ___ Notice to Proceed | ___ Performance Bond |
| ___ Agreement/Contract | ___ Payment Bond |
| ___ Contract Terms and Conditions | ___ Guarantee |
| ___ Non-Collusion Affidavit | ___ General and Special Conditions |
| ___ Prevailing Wage Certification | ___ Specifications/ Plans |
| ___ PWC-100 DIR Registration | ___ DVBE |
| ___ Workers’ Compensation Certification | |

4. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Oxnard School District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the Oxnard School District has issued a Notice to Proceed.
5. 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 for the Work shall be made in accordance with the Terms and Conditions.
7. The architect for the Project is _____ (“Architect”), the project manager on the Project is _____ (“Project Manager”), and the project inspector on the Project is _____ (“Project Inspector”). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor’s Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
8. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, facsimile transmission, or electronic (“e-mail”) transmission, addressed as follows:

Oxnard School District

ATTN: Melissa Reyes
 Address: 1051 S A Street
 City/ST/Zip: Oxnard, CA 93030
 Email: mvreyes@oxnardsd.org
 Fax Number: 805/385-1507

Contractor

Name: _____
 ATTN: _____
 Address: _____
 City/ST/Zip: _____
 Email: _____
 Fax Number: _____

Any notice personally given or sent by e-mail or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the Oxnard School District's written approval of the completion of all Work.
10. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on each party's behalf has been properly authorized and empowered to enter into this Contract.
12. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Oxnard School District

Signature: _____

Print Name: Melissa Reyes

Print Title: Director, Purchasing

Address: 1051 S A Street, Oxnard, CA 93030

Telephone: 805/385-1501 x. 2410

Facsimile: 805/385-1507

E-Mail: mvreyes@oxnardsd.org

Dated: _____, 20__

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Employer Identification and/or Social Security Number: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the LEA requires the Contractor to furnish the information requested in this section.

CONTRACT TERMS AND CONDITIONS

1. **NOTICE TO PROCEED:** LEA shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute, and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the Site's condition, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are legally required, in connection with the furnishing of the Work, Services, Scope of Work, materials, or supplies listed herein.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the Services to be performed at such times and places as directed by and subject to the LEA's authorized representative's approval indicated in the Work specifications attached hereto.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the LEA's prior written approval. Contractor shall be responsible for any re-design costs occasioned by LEA's acceptance and/or approval of any substitute, as well as any costs that the LEA incurs for professional services, including DSA fees. LEA may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the LEA with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the LEA. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall control the means and methods of its Work, and that of any agents, employees, subcontractors, or suppliers, and be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents, employees, subcontractors, or suppliers.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the Site, use of equipment, quality control, quality assurance, and overall quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and its subcontractor's or suppliers' employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the Contractor's employ or a subcontractor or supplier whom the LEA may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without the LEA's prior written consent.
12. **SUBCONTRACTORS:** Subcontractors or suppliers, if any, Contractor engages for any Service or Work under this Contract shall be subject to the LEA's prior written approval. Contractor agrees to bind every subcontractor or supplier by the terms of the Contract as far as such terms are applicable to subcontractor's or suppliers' work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the LEA for acts and omissions of its subcontractor or suppliers and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor or supplier and the LEA.
13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the LEA the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **FINGERPRINTING OF EMPLOYEES:** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with LEA pupils until such time as the Contractor has verified in writing to the governing board of the LEA that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors or suppliers, agents, and employees or agents of subcontractors or suppliers regardless of whether those individuals are paid or unpaid, concurrently employed by the LEA, or acting as independent contractors of the Contractor. Unless the LEA determines that the Contractor will have limited contact with students, verification of compliance with this section and the Criminal Background Investigation Certification required with this Contract shall be provided to the LEA prior to Contractor performing any portion of the Work.

15. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain LEA acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
16. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the LEA, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The LEA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the LEA and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Contract completion date, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
17. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six- square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA- accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
18. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property,

Contractor, without special instruction or authorization from LEA, is permitted to act at his discretion to prevent such threatened loss or injury.

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, global, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the LEA, provided that it is satisfactorily established that the non-performance is not due to the Contractor's acts, omissions, fault or neglect.
21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the LEA, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein or the Contract Documents.
22. **ACCESS TO WORK:** LEA representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
23. **OCCUPANCY:** LEA reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after LEA's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work properly performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The LEA may withhold or deduct from any payment an amount necessary to protect the LEA from loss because of: (1) liquidated damages that have accrued as of the date of the Application for Payment; (2) any sums the LEA expended performing any of Contractor's Contract obligations that Contractor has failed to perform or has performed inadequately or deficiently; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized Contract deviations; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or LEA during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as the LEA's determines, which the LEA incurs for which Contractor is liable under the Contract; and (11) any other sums that the LEA is entitled to recover from Contractor under the Contract's terms or pursuant to state law or regulation, including section 1727 of the California Labor Code. The failure by the LEA to deduct any of these sums from a progress payment shall not constitute a waiver of the LEA's right to such sums. The LEA shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200

and 7201.

25. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the LEA. Contractor specifically understands, covenants, acknowledges, and agrees that the LEA shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the LEA with all information requested to substantiate the cost of the change order and to inform the LEA whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

26. INDEMNIFICATION: To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, 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 LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

27. CONTRACTOR'S INSURANCE: Contractor, at its own cost and expense, shall procure and maintain during the term of this Contract, policies of insurance for the following types of coverage:

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

	Each Occurrence	Aggregate
Moderate risk projects	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk projects	\$ 5,000,000.00	\$ 10,000,000.00

of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.

- i. Endorsements. Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, 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 LEA.
 - 1) General Liability
 - Construction: CG 20 10 10 01 and CG 20 37 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. Contractor's and any and all Contractor 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 LEA. Contractor shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs. In the event that Contractor's deductibles or self-insured retentions collectively total more than \$50,000.00, LEA reserves the right to request proof of Contractor's financial solvency in relation to remittance thereof or require Contractor 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 LEA.
- m. Insurance written on a "claims made" basis is to be renewed by the Contractor and all Contractor 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 contractor for all claims made.
- n. Failure to Procure Insurance. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the LEA, in a form acceptable to the LEA, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the LEA.

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall

guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the LEA, in writing, and, at the sole option of the LEA, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the LEA. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the LEA of the violation, Contractor shall bear all costs arising therefrom.
32. **HEALTH AND SAFETY REQUIREMENTS:** In the furnishing the Work under this Agreement, Contractor agrees to comply with and observe all provisions of the California Education Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, Ventura County Public Health Department, Governor or other state and local agencies related to schools, and operations of Contractor in providing the Work, including school reopening plans adopted by the LEA. Provider will, without additional cost to the LEA, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, face coverings, employee COVID-19 testing, and sanitization of tools, equipment, facilities, and vehicles.
33. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the LEA. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - a. **State Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to State labor compliance

monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations.

- b. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the LEA or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.
34. **ANTI-DISCRIMINATION:** It is the policy of the LEA that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
 35. **DISABLED VETERAN BUSINESS ENTERPRISES (IF APPLICABLE):** Section 17076.11 of the Education Code requires school LEAs using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school LEA, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the LEA identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
 36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) or suppliers agree to assign to the LEA all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the LEA tenders final payment to the Contractor, without further acknowledgment by the parties.
 37. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the LEA's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon

satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the LEA. For purposes of those provisions, the running of the time within which a claim must be presented to the LEA shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, expert/consultant fees, and attorney's fees. This provision does not apply to Contractor's obligation to indemnify the LEA as provided in this Contract.
39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the LEA, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, or if Contractor violates any law or regulation (including, without limitation, failure to properly pay prevailing wage, maintain certified payroll reports, or violate any labor law), LEA shall have the right to terminate this Contract effective immediately upon the LEA giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the LEA by reason of the Contractor's failure to perform and complete the Contract. LEA shall also have the right in its sole discretion to terminate the Contract for its own convenience upon LEA giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits or other claims resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the LEA's prior written consent.
41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
43. **GOVERNING LAW AND VENUE:** Contractor hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Contract and the LEA's obligations 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 Contract 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 Contract, the action shall be brought in state or federal court situated in the County of Ventura, State of California, or other mutually agreed location. Contractor hereby waives and expressly agrees not to assert, claim, or allege, in any way, that it is not subject to the personal jurisdiction of the courts named above. Contractor further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of said parties and their successors and assigns.
45. **LOCAL EDUCATIONAL AGENCY WAIVER:** LEA's waiver of any term, condition, covenant, or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition, or covenant.
46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
49. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing signed by all parties.

SECTION 00210

BID PROPOSAL

TO: OXNARD SCHOOL DISTRICT, a California School District, acting by and through its Board of Trustees ("District"), 1051 South A Street, Oxnard, California 93030.

FROM: Danny Letner, Inc. dba Letner Roofing Company
(Name of Bidder as listed on License)

1490 N Glassell St.

(Address)

Orange, CA, 92867

(City, State, Zip Code)

714-633-0030

(Telephone)

714-633-0280

(Fax)

Stuart Hein, Corporate Secretary

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

- A. **Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for this District site Project described as 1.
2. Frank School TPA Roof Retrofit

for the sum of:

BASE BID	
School District Site	Base Bid Amount
R.J. Frank School	\$ 2,276,000.00
Total Base Bid Amount	\$ 2,276,000.00
(Bid Amount in Figures)	
<u>Two Million Two Hundred Seventy-six Thousand</u> Dollars (Bid Amount in Words)	

Enter the Base Bid only of each school site above.

The basis of award will be the total of the Base Bid shown above. The District reserves the right to add any combination of Add Alternates listed in the Bid Schedule.

B. **Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

 No Addenda Issued
 (initial)

 Addenda Nos. N/A received, acknowledged and (initial) incorporated into this Bid Proposal.

1.02 **Rejection of Bid; Holding Open of Bid.** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 **Documents Comprising Bid Proposal.** The undersigned Bidder has submitted as its Bid Proposal the following:

- A. Bid Proposal (00210);
- B. Bid Security
- C. PWC-100 OSD Contractors Data Form-DIR Registration
- D. List of Subcontractors
- E. Non-Collusion Affidavit
- F. Statement of Bidder's Qualifications
- G. Confirmation of Attendance at Mandatory Job Walk
- H. DVBE

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-

responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) the Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (5) the Certificate of Workers' Compensation Insurance; (6) Fingerprinting Certificate; and (7) DVBE Participation Certificate. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number:	<u>689961</u>				
Class	<u>B</u>	Expiration Date	<u>6/30/2026</u>	Class	<u>C43</u>
		Expiration Date	<u>6/30/2026</u>		
Class	<u>C39</u>	Expiration Date	<u>6/30/2026</u>	Class	<u> </u>
		Expiration Date	<u> </u>		

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract

Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE REPRESENTATIONS MADE IN THIS BID PROPOSAL ARE TRUE AND CORRECT.

By: 

(Signature)

(Corporate Seal)

Stuart Hein

(Typed or Printed Name of Bidder's Authorized Representative)
Title: **Corporate Secretary**

END OF SECTION



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-06, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

The Ventura County Office of Education (VCOE) Migrant Education Program will provide summer school, Saturday school, and kindergarten readiness instruction for eligible TK–8 migrant students enrolled in the Oxnard School district. Oxnard School District (OSD) shall be reimbursed for an amount not to exceed \$18,000 for services rendered, including transportation, custodial support, and stipends for speech and debate coaches.

Term of Agreement: July 1, 2026 through June 30, 2027

FISCAL IMPACT:

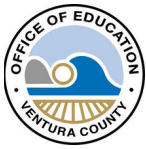
Not to Exceed: \$18,000.00 in reimbursement to the Oxnard School District by the Ventura County Office of Education, Migrant Education Program.

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 #26-06 with the Ventura County Office of Education, Migrant Education Program.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-06, Ventura County Office of Education \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

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

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

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

LEA

Contact Name

Street Address

Contact Telephone Number

City, State, Zip code

Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

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

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

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

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

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

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

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

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

Indemnification.

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

Insurance.

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

VCOE Department Administrator	VCOE Signature	Date
-------------------------------	----------------	------

VCOE Executive Director Internal Business Services	VCOE Signature	Date
--	----------------	------

Local Educational Agency Approval

LEA Business Office Administrator	Signature	Date
-----------------------------------	-----------	------

LEA Special Education Administrator	Signature	Date
-------------------------------------	-----------	------

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services based on Estimated Hours/Week: _____	\$ _____
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-08 with Spectrum Business/Charter Communications – Wide Area Network (WAN) Services (E-Rate) (DeGenna/Hubbard)

On January 23, 2026, RFPs were solicited under RFP #25-03 for Wide Area Network Services (WAN). Three proposals were received and opened on February 24, 2026. All bids were evaluated against the criteria outlined in RFP#25-03, and the winning bidder was identified.

Spectrum Business/Charter Communications was chosen to provide Wide Area Network Services E-Rate Funding Year 2026 to the Oxnard School District.

Terms of Agreement: July 1, 2026 through June 30, 2031

FISCAL IMPACT:

Total amount not to Exceed: \$1,136,520.00 (\$227,304.00 per year for 5 years) – General and Federal E-Rate Funding

RECOMMENDATION:

It is the recommendation of the Superintendent and the Chief Information Officer, that the Board of Trustees approve Agreement #26-08 with Spectrum Business/Charter Communications.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-08, Spectrum Business-Charter Communications \(14 Pages\)](#)

SERVICE ORDER

THIS SERVICE ORDER (“Service Order”) is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below), and is governed by and subject to the applicable Spectrum Business - Enterprise Commercial Terms of Service posted at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL) or, if applicable, an existing service agreement executed by the parties (each, as appropriate, the “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information	
Contact: Mark Kim	
Telephone: 562-677-0311	
Email: mark.kim@charter.com	

Customer Information		
Customer Name OXNARD ELEMENTARY SCHOOL DISTRICT	Order # 15277981	
Address 1051 S A ST OXNARD CA 93030		
Telephone (805) 385-1501	Email: mvreyes@oxnardsd.org	
Contact Name Melissa Reyes	Telephone (805) 385-1501	Email: mvreyes@oxnardsd.org
Billing Address 1051 S A ST OXNARD 93030		

NEW AND REVISED SERVICES AT 1400 Martin Luther King Jr Dr , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
<u>TOTAL</u>				\$451.00

NEW AND REVISED SERVICES AT 301 N Marquita St , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
<u>TOTAL</u>				\$451.00

NEW AND REVISED SERVICES AT 1101 N F St , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 910 S E St , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 450 E Elm St , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 3050 Camino Del Sol , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 701 N Juanita Ave , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 1130 N M St , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 451 E Olive St , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 634 W Kamala St , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 2001 San Mateo Pl , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 647 Hill St , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 2501 Carob St , Oxnard CA 93035				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 2900 Thurgood Marshall Dr , Oxnard CA 93036				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 3300 Via Marina Ave , Oxnard CA 93035				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 1600 S N St , Oxnard CA 93033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 804 Cooper Rd , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 2200 Cabrillo Way , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 220 S Driskill St , Oxnard CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 2201 Jasmine St , Oxnard CA 93036				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 3101 Dunkirk Dr , Oxnard CA 93035				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$451.00	\$451.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL				\$451.00

NEW AND REVISED SERVICES AT 1051 S A ST , OXNARD CA 93030				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	21	\$451.00	\$9,471.00
Hub - ELINE Master	60 Months	21	\$0.00	\$0.00
TOTAL				\$9,471.00

ONE TIME CHARGE(S) AT 1400 Martin Luther King Jr Dr , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 301 N Marquita St , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 1101 N F St , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 910 S E St , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 450 E Elm St , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 3050 Camino Del Sol , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 701 N Juanita Ave , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 1130 N M St , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 451 E Olive St , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 634 W Kamala St , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 2001 San Mateo Pl , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 647 Hill St , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 2501 Carob St , Oxnard CA 93035			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 2900 Thurgood Marshall Dr , Oxnard CA 93036			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 3300 Via Marina Ave , Oxnard CA 93035			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 1600 S N St , Oxnard CA 93033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 804 Cooper Rd , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 2200 Cabrillo Way , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 220 S Driskill St , Oxnard CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 2201 Jasmine St , Oxnard CA 93036			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 3101 Dunkirk Dr , Oxnard CA 93035			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL			\$0.00

ONE TIME CHARGE(S) AT 1051 S A ST , OXNARD CA 93030			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	21	\$0.00	\$0.00
Demarc Wiring Service	21	\$500.00	\$10,500.00
Demarc Wiring Service - Promotion	21	(\$500.00)	(\$10,500.00)
TOTAL			\$0.00

1. **TOTAL CHARGE(S).** Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

E-Rate Funding Contingency.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer’s obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer’s requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

E-Rate Upgrade within Term

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the “Required Notice”), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer’s existing Service(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

Contract Extension

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a “Renewal Term” and collectively with the Initial Order Term, the “Order Term”), at the same MRC set forth in this



Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall 21 automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Charter Communications Operating, LLC	
By: Charter Communications, Inc., its Manager	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Exhibit A

Service Location	A or Z Loc	Circuit Group	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRR	OTC
1051 S A St, Oxnard, CA 93030	A	1	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1400 Martin Luther King Jr Dr, Oxnard, CA 93030	Z	1	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	2	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
301 N Marquita St, Oxnard, CA 93030	Z	2	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	3	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1101 N F St, Oxnard, CA 93030	Z	3	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	4	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
910 S E St, Oxnard, CA 93030	Z	4	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	5	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
450 E Elm St, Oxnard, CA 93033	Z	5	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	6	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
3050 Camino Del Sol, Oxnard, CA 93030	Z	6	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	7	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
701 N Juanita Ave, Oxnard, CA 93030	Z	7	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	8	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1130 N M St, Oxnard, CA 93030	Z	8	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	9	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
451 E Olive St, Oxnard, CA 93033	Z	9	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	10	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
634 W Kamala St, Oxnard, CA 93033	Z	10	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	11	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
2001 San Mateo Pl, Oxnard, CA 93033	Z	11	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	12	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
647 Hill St, Oxnard, CA 93033	Z	12	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	13	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
2501 Carob St, Oxnard, CA 93035	Z	13	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	14	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
2900 Thurgood Marshall Dr, Oxnard, CA 93036	Z	14	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	15	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00

3300 Via Marina Ave, Oxnard, CA 93035	Z	15	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	16	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1600 S N St, Oxnard, CA 93033	Z	16	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	17	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
804 Cooper Rd, Oxnard, CA 93030	Z	17	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	18	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
2200 Cabrillo Way, Oxnard, CA 93030	Z	18	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	19	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
220 S Driskill St, Oxnard, CA 93030	Z	19	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	20	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
2201 Jasmine St, Oxnard, CA 93036	Z	20	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
1051 S A St, Oxnard, CA 93030	A	21	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00
3101 Dunkirk Dr, Oxnard, CA 93035	Z	21	Ethernet EPL	25000	60	1	\$1,375.00	\$0.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #26-09 – Dr. Olvera Psychology (DeGenna/Jefferson)

Dr. Olvera Psychology will provide independent psychological and educational consulting services, including Independent Educational Evaluations (IEEs), as requested by parents or granted as part of settlement agreements for special education students in the Oxnard School District during the 2026–2027 school year.

Dr. Pedro Olvera is a licensed educational psychologist with more than 20 years of experience conducting psychoeducational and neuropsychological assessments. He specializes in evaluating both monolingual and bilingual students, with a focus on English Language Learners, to identify learning needs and recommend interventions that promote academic, psychological, and social-emotional success. Dr. Olvera also holds postdoctoral certifications in neuropsychological assessment, reading and dyslexia, and applied behavior analysis.

Under this agreement, Dr. Olvera will provide Independent Educational Evaluations (IEEs) related to Specific Learning Disabilities (SLD), dyslexia, ADHD, and Emotional Disturbance (ED), including cognitive assessments, academic achievement testing, auditory processing and perception evaluation, visual-motor integration assessment, and visual perception assessment. Services will also include comprehensive report writing, review of educational records, and participation in IEP meetings.

Term of Agreement: July 1, 2026 through June 30, 2027

FISCAL IMPACT:

Not to exceed \$60,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #26-09 with Dr. Olvera Psychology.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-09, Dr. Olvera Psychology \(15 Pages\)](#)
[Scope of Services \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Send invoices to accountspayable@oxnardsd.org, djefferson@oxnardsd.org, and khenry@oxnardsd.org. Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2026

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: _____

Dr. Olvera Psychology, Professional Corporation

Psychoeducational Assessment

DR. PEDRO OLVERA, L.E.P. #2975

Bilingual Clinical Director

714-609-3806 (Phone)

Email: dr.pedro.olvera@gmail.com

Website: www.drolverapsych.com

ORANGE COUNTY/LOS ANGELES
5211 E. Washington Blvd. Ste. 2-155
Commerce, CA 90040

SAN DIEGO
PO BOX 1003
Spring Valley, CA 91979

Scope of Services 2026-2027

Dr. Olvera Psychology, A Professional Corporation, will provide the following Independent Educational Evaluations (IEE; English and Spanish):

1. Dr. Olvera will perform the following Independent Educational Evaluations (IEEs):
 - Psychoeducational Assessments: All areas of suspected disabilities are assessed, including but not limited to academic and cognitive abilities, including reading, writing, math, attention, memory, psychological processing, social-emotional, and executive functioning.
 - Educationally Related Mental Health Services (ERMHS): Assessment in areas of emotional and behavioral factors that may be affecting a child's academic performance.
 - Transition Assessments: Assessments to support students with disabilities in planning for their transition from school to post-school settings.
2. The above assessments will include school observation time.
3. A report of assessment findings will be submitted to the school district at least a week before the IEP meeting.
4. The agreement will include two hours of virtual IEP time to report assessment findings.

Dr. Pedro Olvera, LEP#2975
dr.pedro.olvera@gmail.com
www.drolverapsych.com
714-609-3806
2026-2027
Fee Schedule

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
SLD/Dyslexia	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1500/00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$6000.00(CAP)
ADHD	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral o Executive Functioning/ADHD ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$6000.00(CAP)
Emotional Disturbance (ED)	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral (Personality) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$6000.00(CAP)

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Autism	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Autism Scale o Executive Functioning o Clinical Interview o ADOS ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$6000.00(CAP)
Intellectual Disability	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Adaptive Behavior= \$400.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$6000.00(CAP)
ERMHS	<ul style="list-style-type: none"> ✓ Parent/Teacher Surveys- \$1900.00 <ul style="list-style-type: none"> o Social Emotional (Broad) o Social Emotional (Narrow) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$2000.00(CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Student Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Vocational Assessment ✓ Report Writing & IEP time 	Total = \$2000.00

Dr. Pedro Olvera, LEP#2975
dr.pedro.olvera@gmail.com
www.drolverapsych.com
 714-609-3806

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total= \$2000.00
Special Circumstance Instructional Assistant (SCIA) Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation(s) ✓ Teacher Interview ✓ Report Writing & IEP time 	Total= \$2000.00
District Training	<ul style="list-style-type: none"> ✓ Preparation ✓ Presentation ✓ Travel (within two hours) 	3 Hours= \$1500.00 6 Hours= \$2400.00
Consultation	<ul style="list-style-type: none"> ✓ ELL Assessment 	\$150.00 per hour
Standard Assessments (Psychoeducational) - Non-IEE	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Cognitive ✓ Processing (visual and auditory) ✓ Social-Emotional ✓ Academic* ✓ Report Writing & IEP time 	\$1500.00 \$ 2,000.00 (Bilingual) \$2,000.00 (w/academic assessment)

****Other fees may apply given travel, urgency, and uniqueness of each case.***

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #25-01 with Durham School Services for Pupil Transportation Services (Pifko/Galván)

At its meeting on March 19, 2025, the Board of Trustees approved Agreement #25-01 with Durham School Services to provide pupil transportation services for Oxnard School District students.

Oxnard School District and Durham School Services are now expanding their partnership to include supplemental transportation through minivan services for students who reside in areas where traditional school bus service is not a practical option. This service will be provided at a discounted rate and must be incorporated into the existing contract as Amendment #1. This amendment will not increase the overall agreement amount.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #25-01 with Durham School Services.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT #25-01

OXNARD SCHOOL DISTRICT

**CONTRACT PRICE ADJUSTMENT
JULY 1, 2025 THROUGH JUNE 30, 2026**

1. The transportation rates set forth in the attached Schedule of Fees have been adjusted to incorporate the newly established rates associated with the addition of minivans to the existing contract.
2. This Amendment is effective July 1, 2025 and is agreed to by the parties to this Agreement.
3. All capitalized terms used herein shall have the same meaning as set forth in the Agreement.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates written below.

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.,
Its general partner

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Melissa Reyes

Title: Director , Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

SCHEDULE OF FEES

It is agreed that effective July 1, 2025 through June 30, 2026 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Minivan	\$580.40	\$62.50	N/A
Type A or B (18-20 ambulatory passengers)	\$660.40	\$67.50	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)	\$737.29	\$67.50	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$750.31	\$67.50	N/A

FIELD TRIPS

Minivan	\$ <u>66.75</u> PER HOUR
BUS TYPE A OR B	\$ <u>71.75</u> PER HOUR
BUS TYPE C	\$ <u>71.75</u> PER HOUR
BUS TYPE D	\$ <u>71.75</u> PER HOUR

It is agreed that effective July 1, 2026 through June 30, 2027 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Minivan	\$600.21	\$64.53	N/A
Type A or B (18-20 ambulatory passengers)	\$680.21	\$69.53	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)	\$759.41	\$69.53	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$772.82	\$69.53	N/A

Minivan	\$ <u>68.90</u> PER HOUR
BUS TYPE A OR B	\$ <u>73.90</u> PER HOUR
BUS TYPE C	\$ <u>73.90</u> PER HOUR
BUS TYPE D	\$ <u>73.90</u> PER HOUR

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-219 with MNS Engineers, Inc. to Provide Additional Professional Surveying Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

On November 15, 2023, Agreement # 23-188 was approved with MNS Engineers, Inc. to provide professional surveying services for the Fremont Middle School Reconstruction Project.

The purpose of this item is to ratify Agreement #25-219 with MNS Engineers Inc. to provide additional Surveying Services for the Fremont Middle School Reconstruction Project as the term of the previous agreement has expired.

Term of Agreement: February 15, 2026 through June 30, 2027

FISCAL IMPACT:

\$5,000.00 - Measure I Bond Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Agreement #25-219 with MNS Engineers, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-219, MNS Engineers, Inc. \(16 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2026

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: _____

February 20,2026

Gerald Schober
CFW Inc.
Vice President, Implementation Services

Re: Survey services – Fremont school Preliminary Title Report and provide a revised Exhibit A.

Dear Gerald,

Thank you for requesting a proposal for our professional surveying services. The following is our proposed scope of services and Time & Material cost estimate.

Scope of Services:

MNS will research Title Report and record documents to resolve missing parcels in the vesting deed and Preliminary Title Report. MNS will then rewrite the "Exhibit A" requested for the submittal of the construction plans.

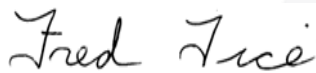
Schedule and Deliverables:

We will received a revised PTR from Orange Coast Title Company and will combine all 5 parcels into a new "Exhibit A". This will be delivered by EOD Thursday 2/26/2026 for your submittal.

T & M Cost Estimate: \$5,000

Please contact me at 805-896-9473 or ftice@mnsengineers.com if you have any questions regarding this change order request.

Sincerely,
MNS Engineers, INC.



Fred Tice PLS 7585
Principal Surveyor

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #25-222 – Casa Pacifica (DeGenna/Jefferson)

Casa Pacifica will provide Non-Public School (NPS) services to Oxnard School District students, as needed, for the 2025-2026 and 2026-2027 school year, including Extended School Year. Casa Pacifica, a non-public school, supports students with unique needs by offering access to educators, clinicians, psychologists, therapists, and youth development specialists. Each student's educational plan and therapeutic services are customized to meet the requirements outlined in their Individualized Education Plan (IEP) individual service agreement.

Terms of Agreement: February 23, 2026 through June 30, 2027

FISCAL IMPACT:

Not to Exceed: \$240,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees ratify Agreement #25-222 with Casa Pacifica.

ADDITIONAL MATERIALS:

Attached: [#25-222, Individual Student Agreement, Casa Pacifica \(2 Pages\)](#)
[Master Contract, VCOE-SELPA \(54 Pages\)](#)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on February 23, 2026 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Student: AL9262013

Local Education Agency (LEA)		Oxnard School District					
Address		1051 South A St					
City, State Zip		Oxnard, California 93030					
LEA Case Manager		Steven Kenis					
Phone and E-Mail		805-385-1501 ext 2160					
Student Last Name		L			Student First Name		A
Grade		6	D.O.B.		9/26/2013	Sex () M (X) F	

Nonpublic School/Agency		Casa Pacifica					
Address		1722 S. Lewis Rd					
City, State, Zip		Camarillo, California 93012					
IEP Coordinator Name		Dr. Jeanne Mc Crea					
Phone		805-366-4140	Fax				
E-Mail		jmccrea@casapacifica.org					
Program Administrator Name		Mark Capritto					
Phone		805-366-4071	Fax				
E-Mail		mcapritto@casapacifica.org					
Education Schedule – Regular School Year							
Number of Days		66 (Late Feb/June)		Number of Weeks		14	
Education Schedule – Extended School Year							
Number of Days		14 (June 3-30)		Number of Weeks		4	
Contract Begins		2/23/2026		Ends		6/30/2026	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>	X			\$212.62/day	5/Week	66	14	\$17,009.60
B. RELATED SERVICES								
1. Transportation a. Paid to NPS/A								
2. Adapted P.E.								
3. Speech/Language a. Group								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
b. Individual c. Consultation								
4. Occupational Therapy a. Therapy b. Consultation								
5. Physical Therapy a. Therapy b. Consultation								
6. Intensive Individual Services								
7. Other								
8. Educationally Related Social/Emotional Services (ERSES):								
a. Individual Counseling	X			\$135.50/hr	240 Min Monthly	4	1	\$2,710
b. Counseling & Guidance	X			\$135.50/hr	180 Min Monthly	4	1	\$2,032.50
c. Parent Counseling								
d. Social Work Services	X			\$135.50/hr	60 Min Monthly	4	1	\$677.50
e. Behavior Intervention Services								2,5406.28
9. Residential Services* a. Room and Board b. 24/7 ERSES								
TOTAL COST								\$22,429.60

*Educationally Related Social/Emotional Services (ERSES) in a Residential Treatment Center (RTC) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, and social work services, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the RTC program.

Board and Care paid for up to 365 days with a maximum of ___ days payment per student, per contract year, if a bed is unoccupied due to home visits of a therapeutic nature. Room and Board and mental health rates are all inclusive in a Residential Setting.

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 5,420

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS \$ \$22,429.60

Other Provisions/Attachments: _____

Progress Reporting Requirements: X Quarterly Monthly Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Casa Pacifica

Oxnard School District

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

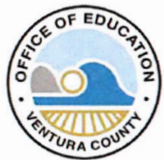
(Signature)

(Date)

(Name and Title)

Melissa Reyes, Director, Purchasing

(Name of Superintendent or Authorized Designee)



Ventura County Office of Education
Ventura County SELPA



*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

TABLE OF CONTENTS

GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. DEFINITIONS	2
3. CERTIFICATION AND LICENSES	3
4. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	4
5. TERM OF MASTER CONTRACT	5
6. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION INDIVIDUAL SERVICES AGREEMENT	5
7. INDIVIDUAL SERVICES AGREEMENT	5

ADMINISTRATION OF CONTRACT

8. NOTICES	6
9. MAINTENANCE OF RECORDS	6
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
13. TERMINATION	8
14. ASSUMPTION OF RESPONSIBILITY	8
15. INSURANCE	8
16. INDEMNIFICATION AND HOLD HARMLESS	13
17. INDEPENDENT CONTRACTOR	13
18. SUBCONTRACTING	13
19. CONFLICTS OF INTEREST	14
20. NON-DISCRIMINATION	15

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	15
22. GENERAL PROGRAM OF INSTRUCTION	16
23. INSTRUCTIONAL MINUTES	17
24. CLASS SIZE	18
25. CALENDARS	18
26. DATA REPORTING	19
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	19
28. STATEWIDE EXAMINATION	19
29. MEETINGS AND TRAININGS	20
30. POSITIVE BEHAVIOR INTERVENTIONS	20
31. STUDENT DISCIPLINE	22
32. IEP TEAM MEETINGS	23
33. SURROGATE PARENTS, FOSTER AND HOMELESS YOUTH	24
34. DUE PROCESS PROCEEDINGS	25
35. COMPLAINT PROCEDURES	25
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	25
37. GRADES, HIGH SCHOOL COURSE CREDITS, TRANSCRIPTS	26
38. STUDENT CHANGE OF RESIDENCE	27
39. WITHDRAWAL OF STUDENT FROM PROGRAM	27
40. PARENT ACCESS	27
41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT	28

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	28
43. STATE MEAL MANDATE	29
44. MONITORING	30

PERSONNEL

45. PERSONNEL	31
46. CLEARANCE REQUIREMENTS	31
47. STAFF QUALIFICATIONS	32
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	33
49. STAFF ABSENCE	34
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	34

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY	34
52. TRAVEL	35
53. FACILITIES AND FACILITIES MODIFICATION	35
54. ADMINISTRATION OF MEDICATION	35
55. INCIDENT/ACCIDENT REPORTING	36
56. CHILD ABUSE REPORTING	36
57. SEXUAL HARASSMENT	36
58. REPORTING OF MISSING CHILDREN	36

FINANCIAL

59. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDENCE, RATE AND BILLING PROCEDURES	36
60. RIGHT TO WITHHOLD PAYMENT	37
61. PAYMENT FROM OUTSIDE AGENCIES	39
62. PAYMENT FOR ABSENCES	39
63. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	40
64. INSPECTION AND AUDIT	40
65. RATE SCHEDULE	41
66. DEBARMENT CERTIFICATION	42

2025-2026

VENTURA COUNTY OFFICE OF EDUCATION VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

BRIGGS SCHOOL DISTRICT, CONEJO VALLEY UNIFIED SCHOOL DISTRICT, FILLMORE UNIFIED SCHOOL DISTRICT, HUENEME SCHOOL DISTRICT, LAS VIRGENES UNIFIED SCHOOL DISTRICT, MESA UNION SCHOOL DISTRICT, MOORPARK UNIFIED SCHOOL DISTRICT, MUPU SCHOOL DISTRICT, OAK PARK UNIFIED SCHOOL DISTRICT, OJAI UNIFIED SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT, OXNARD UNION HIGH SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, PLEASANT VALLEY SCHOOL DISTRICT, RIO SCHOOL DISTRICT, SANTA CLARA SCHOOL DISTRICT, SOMIS SCHOOL DISTRICT, SANTA PAULA UNIFIED SCHOOL DISTRICT, SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA COUNTY OFFICE OF EDUCATION, VENTURA UNIFIED SCHOOL DISTRICT. CHARTERS: ACE, BRIDGES CHARTER SCHOOL, CAPE, GOLDEN VALLEY CHARTER, IVY TECH CHARTER, MATES, PEAK PREP, RIVER OAKS ACADEMY, VALLEY OAK CHARTER, VENTURA CHARTER, VISTA REAL CHARTER HIGH SCHOOL, UNIVERSITY PREP CHARTER SCHOOL

**Hereinafter referred to as “CONTRACTOR”
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES
CONTRACTOR:**

CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT AND GENERAL PROVISIONS**

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between the Ventura County Office of Education (VCOE) the Administrative Unit for the SELPA, Ventura County Special Education Local Plan Area (SELPA) hereinafter referred to as SELPA and on behalf of the twenty-one school districts and twelve charter schools listed above (hereinafter referred to as LEA/LEAs) and **Casa Pacifica Centers for Children and Families** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR”. The purpose of this Master Contract (herein referred to as Master Contract) is for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code Sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations Sections 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this contract does not commit any Local Education Agency (LEA) to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon **NPS** CONTRACTOR acceptance of a student, the LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, this form shall acknowledge the CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the

LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services are provided pursuant to an Office of Administrative Hearings (OAH) order or a lawfully executed settlement agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent evidencing the parent's agreement to the IEP. CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a "private pay or tuition-free scholarship" basis and concurrently or subsequently advise, actively support, or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood a representative of the Special Education Local Plan Area (SELPA), of which the LEA is a member, is an authorized LEA representative in collaboration with the SELPA. The LEA maintains sole responsibility for the contract unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing (CTC), which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations Section 3001(y).
- d. The term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations Sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid nonexpired document issued by a licensing agency within

the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations Section 3001(r).

- f. The term “parent” means:
1. a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 2. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
 3. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
 4. a surrogate parent;
 5. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).
 6. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the VCOE for the provision of special education or designated instruction and services for a child. (California Education Code Section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable VCOE programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

3. **CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, Sections 56366 *et seq* and within the professional scope of practice of each CONTRACTOR’s license, certification and/or current credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued

by the CDE pursuant to Education Code Section 56366.2 must be provided to Ventura County SELPA on or before the date this contract is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated in CONTRACTOR'S CDE Certification and in Section 24 of Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR'S certification, failure to notify the LEA promptly, not more than thirty (30) days of any changes in: (1) credentialed/licensed staff; and thirty (30) days of any changes in: (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program which may result in the suspension or termination of this Master Contract by the LEA.

4. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

5. **TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from **July 1, 2025, to June 30, 2026** (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent CONTRACTORS. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

6. **INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION INDIVIDUAL SERVICES AGREEMENT**

This Master Contract includes each ISA, and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

7. **INDIVIDUAL SERVICES AGREEMENT**

As a condition of this Agreement, an Individual Service Agreement (ISA) (Attachment B) will be developed for each LEA student to whom CONTRACTOR is to provide direct special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code Section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new Agreement apply to that ISA. ISAs are void upon termination or expiration of the Master Contract. In the event that this Agreement expires or terminates, CONTRACTOR, shall continue

to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEAs for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP or by written agreement between the parent and LEA. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code Section 56366(a)(3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code Sections 56366(a) (5) and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a NPS/A with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS/A for same related service. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided.

CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with OAH, the CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by the LEA, or OAH consistent with Section 1415(k)(1)(7) of Title 20 of United States Code. The CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between the VCOE/LEA and CONTRACTOR concerning the formulation of an ISA, or the Master Contract may be appealed to the Ventura County Office of Education or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. CONTRACTOR and VCOE agree that neither party is a “covered entity” or maintains “protected health information” as defined by the Health Insurance Portability and Accountability Act (“HIPAA”). Rather, CONTRACTOR and VCOE acknowledge that the student educational records maintained by the parties are governed by the Family Education Rights and Privacy Act (“FERPA”). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to: student records as defined by California Education Code Section 49061(b) including electronically stored information; cost data and records as set forth in Title 5 of the California Code of Regulations Section 3061; registers and roll books of teachers and/or daily service CONTRACTORS; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (hereinafter referred to as “aide”), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; and other documents; evidencing financial expenditures; federal/state payroll quarterly reports and bank statements and canceled checks or facsimile thereof or evidence of electronic payments. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the LEA student’s record and a description of the records provided. Such log need not record access to the LEA student’s records by: (a) the LEA student’s parent; (b) an individual to whom written consent has been executed by the LEA student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. CONTRACTOR/LEA should maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subCONTRACTORS. CONTRACTOR shall grant the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting of receiving information from the record and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all student information including academic, social emotional (including medication)

and behavior records upon request within five business days. CONTRACTOR shall not share or distribute LEA student's information with other agencies or organizations without expressed prior permission from the VCOE.

10. **SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify the VCOE/LEA within thirty (30) days of any change of ownership or corporate control.

12. **MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by VCOE/LEA to conform to administrative and statutory guidelines issued by any local, state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

13. **TERMINATION**

This Agreement or ISA may be terminated for cause. To terminate the agreement either party shall give no less than twenty (20) days prior written notice.

The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public-school program at an IEP team meeting. At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. All ISAs are void upon termination of this Agreement, as provided in Section 4. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give no less than twenty (20) days prior written notice.

14. **ASSUMPTION OF RESPONSIBILITY**

In accordance with CONTRACTOR'S obligations herein, CONTRACTOR assumes all responsibility for the care, custody and control of students participating in any activity, whether on-site, offered in connection of the services.

15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection

with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$5,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

In absence of CONTRACTOR'S Business Automobile insurance, CONTRACTOR will ensure that any contracted transportation vendor meets the Business Automobile Insurance limits listed herein.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Childhood Assault and Sexual Molestation Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$5,000,000 per occurrence
\$5,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial

General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. Broader Coverage. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the VCOE/LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- J. Certificates of Insurance. CONTRACTOR shall provide certificates of insurance to the VCOE/LEA 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 VCOE/LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the VCOE/LEA on or before commencement of the services under this Agreement.
- K. Primary, Non-Contributory and Waiver of Subrogation. CONTRACTOR's insurance is primary and will not seek contribution from any other insurance available to the LEA. Any insurance or self-insurance maintained by VCOE/LEA shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/LEA. Required endorsements are listed below.
- L. Endorsements. CONTRACTOR's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the VCOE/LEA, 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 VCOE/LEA.

- 1) General Liability: CG 20 26 10 01
- 2) Waiver of Subrogation: CG 24 04 05 09
- 3) Primary, Non-Contributory: CG 20 01 01 13
- 4) Commercial Automobile Liability (if necessary): CA 20 48 10 13

M. Claims Made Policies. If any of the required policies provide coverage on a “claims made” basis:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Service.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Service.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Service.

N. **Failure to Procure Insurance**, Failure on the part of CONTRACTOR, or any of its subCONTRACTORS, to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Master Contract.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is an NPS affiliated with a Residential Treatment Center (NPS/RTC), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$10,000,000 per occurrence
\$10,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per

Occurrence. In absence of CONTRACTOR'S Business Automobile insurance, CONTRACTOR will ensure that any contracted transportation vendor meets the Business Automobile Insurance limits listed herein.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Childhood Sexual Assault and Molestation Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$10,000,000 per occurrence and \$10,000,000 general aggregate.
- G. **Broader Coverage.** If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the VCOE/LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- H. **Certificates of Insurance.** CONTRACTOR shall provide certificates of insurance to the VCOE/LEA 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 VCOE/LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the VCOE/LEA on or before commencement of the services under this Agreement.
- I. **Primary, Non-Contributory and Waiver of Subrogation.** CONTRACTOR's insurance is primary and will not seek contribution from any other insurance available to the LEA. Any insurance or self-insurance maintained by VCOE/LEA shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/LEA. Required endorsements are listed below.
- J. **Endorsements.** CONTRACTOR's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the VCOE/LEA, 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 VCOE/LEA.
 - 1) General Liability: CG 20 26 10 01
 - 2) Waiver of Subrogation: CG 24 04 05 09
 - 3) Primary, Non-Contributory: CG 20 01 01 13
 - 4) Commercial Automobile Liability (if necessary): CA 20 48 10 13
- K. **Claims Made Policies.** If any of the required policies provide coverage on a "claims made" basis:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Service.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Service.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Service.

L. **Failure to Procure Insurance. Failure on the part of CONTRACTOR, or any of its subCONTRACTORS, to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Master Contract.**

M. If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subCONTRACTORS (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subCONTRACTORS or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subCONTRACTORS (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subCONTRACTORS or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

CONTRACTOR’s obligations under this Indemnification, shall not be limited by CONTRACTOR’s insurance requirements under the Agreement.

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. **INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the VCOE/LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract as an independent CONTRACTOR, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the VCOE/LEAs and any individual assigned by CONTRACTOR to perform any services for the VCOE/LEAs.

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to the VCOE before subcontracting for special education and/or related services pursuant to this Agreement. In the event LEA determines that it can provide the subcontracted services(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such services(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s). CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subCONTRACTOR to procure and maintain insurance during the term of each subcontract. Such subCONTRACTOR's insurance shall comply with the provisions of Section 17 of Long Form Services Agreement. Each subCONTRACTOR shall furnish the VCOE with original endorsements and certificates of insurance affecting coverage required by Section 17 of Long Form Services Agreement and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the VCOE before the subCONTRACTOR's work commences. The commercial General Liability and Automobile Liability policies shall name the VCOE as additional insured.

All Certificates of Insurance must reference the VCOE/LEA contract, name of the school or agency submitting the certificate and required endorsements, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-CONTRACTORs must meet the requirements as contained in Section 46-Clearance Requirements and Section 47-Staff Qualifications or this Master Contract.

19. **CONFLICTS OF INTEREST**

Unless the CONTRACTOR shall provide upon request to the VCOE a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with VCOE that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and Government Code Section 1090, and including, but not limited to, employment with the VCOEs, provision of private party assessments and/or reports, and attendance at IEP team meetings or due process proceedings acting as a student's advocate.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPS or NPA. CONTRACTOR shall endeavor to avoid the

assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related Services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. Pursuant to California Education Code Section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall not develop an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed, or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of the LEA student is performed, or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. **NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or 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.

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP **including the Individualized Transition Plan (hereinafter referred to as "ITP")** of each LEA student served by the CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition

services) to each student within the NPS/A consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP unless the CONTRACTOR and LEA agree otherwise in the contract or ISA. If student services are provided by a third party (i.e., Related Services CONTRACTOR), CONTRACTOR shall notify LEA within thirty (30) days if provision of services cease. Pursuant to California Education Code Section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract.

CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary, provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE certification and as defined in California Education Code Sections 56366 *et seq* and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a NPS, CONTRACTOR'S general program of instruction shall: (a) utilize evidence based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's

standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to (a) State Board of Education (SBE) adopted Common Core State Standards (CCSS), for curriculum and instructional materials for kindergarten and grades 1 to 8 inclusive; and provide CCSS curriculum and instructional materials for grades 9-12 inclusive used by a local educational agency (LEA) that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

It is understood that all nonpublic schools outside of California are not required to use California curriculum, textbooks or Common Core Standards. These facilities will utilize their state approved curriculum and will inform the LEA and parent of curriculum being utilized.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements.

A pupil in foster care shall be defined pursuant to California Education Code Section EC Section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

When CONTRACTOR is a NPA and/or related services CONTRACTOR, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the LEA student's IEP and ISA. The NPA providing Behavior Intervention shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI) all services not provided in the clinic/school setting require the presence of a parent, guardian or adult care giver during the delivery of services provided such guardian or caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a CONTRACTOR for their own child. CONTRACTOR shall make available upon request to the VCOE a written description of the services provided and location of services prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a staff member certified in Positive Behavior Intervention (PBI) or trained equivalent on staff. It is understood that Behavior Intervention services are limited to CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract

for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

23. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in preschool programs the instructional minutes shall follow the LEA student's IEP and ISA. For LEA students in TK/K and grades 1 through 12, inclusive, unless otherwise specified in the LEA student's IEP, the daily number of instructional minutes, excluding breakfast, recess, lunch time, and passing time, shall be at the same level that Ed. Code prescribes for the LEA and be at least:

- (1) To pupils in TK/K, 200 minutes;
- (2) To pupils in grades 1 to 3, inclusive, 280 minutes;
- (3) To pupils in grades 4 to 8, inclusive, 300 minutes; and,
- (4) To pupils in grades 9 to 12, inclusive, 360 minutes.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a NPA and/or related services CONTRACTOR, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. **CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized VCOE representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended year to provide services to students with disabilities.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

When CONTRACTOR is a NPS, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code Sections 56440 *et seq.*

25. CALENDARS

When the CONTRACTOR is an NPS, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus extended school year (ESY) billable days as determined by LEA's ESY calendar. Billable days shall include only those days that are included in the submitted and approved school calendar and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within twenty-four (24) hours and will send LEA, within ten (10) days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth and Independence Day. With the approval of the VCOE, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by VCOE.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session. Any instructional days provided without this written contract shall be the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information. This data shall be provided in the format required by the VCOE/LEA.

The CONTRACTOR agrees to use the Ventura County SELPA IEP forms through the SIRAS Program for all IEP development and progress reporting. The VCOE/LEA will provide the CONTRACTOR with appropriate software and user training. The CONTRACTOR will be responsible for entering into a contract with SIRAS for account maintenance.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all applicable VCOE policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public-school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

28. STATEWIDE EXAMINATION

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”) and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR’s qualified staff necessary to help fulfill LEA assessment requirements.

Where the CONTRACTOR is a NPS, the CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code Section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MEETINGS AND TRAININGS

CONTRACTOR shall attend the VCOE/LEA meetings for contracting NPS/A when applicable legal mandates, and/or the VCOE/LEA policy and procedures are reviewed, including but not limited to the areas of curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. The VCOE shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and

revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Sections 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Sections 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code Section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports (“BERs”). CONTRACTOR shall ensure that all of its instructional staff are trained annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within thirty (30) days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with Pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention (“CPI”)*, or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code Section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete the SELPA approved BER form when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others; it may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. In the event that the CONTRACTOR is unable to use the SELPA approved BER form, the VCOE/LEA may agree for the CONTRACTOR to use an alternative approved BER

form that complies with all state and federal reporting requirements as specified in California Education Code 56521.1 Emergencies **require** a BER form be completed and submitted to the LEA and SELPA within one (1) school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours via telephone. If the student does not have a Positive Behavior Intervention Plan (PBIP) or Comprehensive Behavior Intervention Plan (CBIP), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a PBIP, the IEP team shall review and modify the PBIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within two (2) school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code Section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following intervention, or any other interventions similar to the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. **prone restraint**;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the **individual's** senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, CONTRACTOR shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the **staff member's** body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. **Use prone containment**
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational CONTRACTOR is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Sections 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. **STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless of if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 45900- and 48915.

A NPS/A shall notify the California Department of Education and the local educational agency with which it has an Agreement of any pupil-involved incident at the school or agency in which law enforcement was contacted, unless otherwise changed in law. This notification shall be provided in writing, no later than one (1) business day after the incident occurred.

When CONTRACTOR is a NPS, all suspension regulations and LEA procedures shall be followed, including the reporting of mandatory offenses to law enforcement. When a student is suspended, CONTRACTOR shall notify LEA that same school day via phone and/or e-mail. CONTRACTOR shall also submit to LEA a copy the of incident report and/or BER that led to suspension.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within twenty-four (24) hours submit a written discipline report to the LEA. Written Behavior Emergency or discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written Behavior Emergency or discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code Section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public-school setting. (California Education Code Sections 56366 (a)(2)(B)(i) and (ii) and pursuant to California Education Code Section 56345(b)(4). If a LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program including the nature of each activity as well as the time spend on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide LEA academic assessments and written progress reports by service CONTRACTORS upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SIRAS special education software of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the SELPA (SIRAS) for all IEP planning and progress reporting unless otherwise agreed to by the VCOE and at the SELPA/ LEAs/ discretion. CONTRACTOR shall ensure that internet connectivity is available at their sites to access SIRAS. The SELPA may provide training for any NPS/A to ensure access to SIRAS. The NPS/A shall maintain confidentiality of all IEP data on SIRAS and shall protect the password requirements of the system. NPS/A staff must use their own SIRAS account. Accounts and passwords may not be shared. When a student disenrolls from the NPS/A the NPS/A shall discontinue use of SIRAS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP or ISA. In the event that the CONTRACTOR believes the student requires a change

of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(1)(7) of Title 20 of the United States code.

CONTRACTOR must participate in IEPs as long as they remain the LEA student's last agreed upon and implemented placement as indicated by the current IEP or an interim alternative educational placement that is deemed lawful and appropriate by LEA or OAH, regardless of LEA student's physical withdrawal from the program.

33. SURROGATE PARENTS, FOSTER AND HOMELESS YOUTH

CONTRACTOR shall comply with the VCOE/LEA procedures for obtaining surrogate parents as specified in the SELPA Local Plan and per California Education Code Section 7579.5. CONTRACTOR shall comply with surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 141-1482 and 34 CFR 300.1- 300.756*.

A pupil in foster care or homeless shall be defined pursuant to California Education Code Section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code Section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations Sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations Section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures upon request to the VCOE. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation

of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards per year. At a minimum progress report shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business and shall be submitted to the LEA within (ten)10 days of the request. CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pretests/posttests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student fifteen (15) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, Subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course,

the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

When CONTRACTOR is a NPS, CONTRACTOR shall prepare and provide signed cumulative transcripts based on its own grades and report cards and transcripts received from other schools for each LEA student and place, into student's file at the close of each grading period, quarterly, trimester or semester and provide cumulative transcripts upon LEA student transfer, for LEA students in grades 9 through 12, inclusive.

CONTRACTOR shall submit the information on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified by the LEA. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify the LEA of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered following the LEA student's changes of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically, in writing, or by telephone, to the LEA within five (5) business days, when a LEA student is withdrawn without prior notice from school and/or services or including student's change of residence to a residence outside LEA service boundaries and parent/guardian withdrawal of student against professional advice from a Non-Public School/Residential Treatment Center (NPS/RTC) which has not been specified in the IEP. CONTRACTOR shall confirm such telephone call in writing and submit within five (5) days to the LEA.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities

including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service CONTRACTOR.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. **SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by VCOE policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public-school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy.

It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service CONTRACTORs shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

CONTRACTORS providing NPA services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization to act in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/A service CONTRACTOR. All significant problems and/or concerns (e.g., law enforcement, medical response, BER, any behavioral incident that could result in a need for an IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form shall also be reported to the LEA.

It is understood that all employees, subCONTRACTORS and volunteers of any certified NPS/A shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

42. **LICENSED CHILDREN’S INSTITUTION (“LCI”) and RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS**

If CONTRACTOR is a NPS that is owned, operated by, or associated with a licensed children’s institution (hereinafter referred to as “LCI/NPS”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code Sections 56366 (a) (2) (C), 56366.9, Health and Safety Code Section 1501.1(b) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements as set forth in Section 36 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a RTC or LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include:

1) special education eligibility at the time of enrollment and 2) the educational placement, grade level and services specified in each student’s IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearing (OAH) order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision- making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide special education and Related Services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

If CONTRACTOR is a LCI and operating programs associated with a NPS/RTC and the LEA student’s IEP reflects the need for twenty-four (24) hour residential services, the CONTRACTOR must provide the LEA student with supervision twenty-four (24) hours a day. Twenty-four (24) hour supervision must include, but not limited to, staff being in close proximity to the LEA student to provide emergency support and interventions when needed.

CONTRACTOR shall support LEA/SELPA in exploring Least Restrictive Environment when the LEA student has demonstrated their ability to access their education.

43. **STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third- party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

44. **MONITORING**

When CONTRACTOR is a NPS, the LEA (or its designated SELPA) shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this Agreement. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's student through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students is making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within sixty (60) days of the onsite visit. The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow access by VCOE/LEA to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. VCOE shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR including direct service staff of LEA student's instructional, therapeutic, and/or residential personnel when applicable. VCOE shall have access to review each LEA student's records and progress. Such access shall include announced or unannounced VCOE/LEA monitoring visits. When making site visits, the VCOE shall initially report to CONTRACTOR's site administrative office. When CONTRACTOR is also a LCI, CONTRACTOR shall provide opportunity for VCOE to participate in a monthly treatment team meeting or equivalent to review LEA student's treatment updates.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code Section 56366.9 and Health and Safety Code Section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR's facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code Section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings. CONTRACTOR shall notify LEAs and SELPA if they have been scheduled for a CDE Review.

CONTRACTOR understands that the VCOE reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data necessary and prepare a School Accountability Report Card in accordance with California Education Code Sections 33126 and 53666(a)9.

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR's agent(s), officer(s) or employee(s) exceed a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. **CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code Sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees, volunteers, subCONTRACTORs, related outside agency service CONTRACTOR’s staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR’S employees, volunteers, subCONTRACTORs or any person employed directly or indirectly by it shall not come in contact with LEA students, in person or virtually, until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to VCOE that none of its employees, and volunteers, subCONTRACTORs or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence, as specified, for all staff, including those licensed or credentialed by another state agency.

Background clearances and proof of subsequent arrest notification service as required by California Penal Code Section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code Section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations Sections 200.56 and 200.58, and Title 5 of the California Code of Regulations Sections 3001(n), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services CONTRACTOR or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in the teacher’s classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5) when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) an administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) a pupil personnel services credential that authorizes school counseling or psychology; (C) a license as a clinical social worker issued by the Board of Behavioral Sciences; (D) a license in psychology regulated by the Board of Psychology; (E) a master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) a credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) a license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) a license as an educational psychologist issued by the Board of Behavioral Sciences; (I) a license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code Sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the SELPA a staff list, and all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the Ventura County Office of Education. CONTRACTOR shall notify the SELPA in writing as specified by CDE within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, DOJ clearance and Tuberculosis Test clearance for all employees, approved subCONTRACTORS and or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall notify VCOE and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify VCOE/LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Agreement. The VCOE/LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Failure to notify the VCOE and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the VCOE/LEA.

CONTRACTOR shall provide employed individuals, contracted, and/or otherwise hired by LEA to provide classroom instruction or related services with an email address, photo ID badge and an electronic device (i.e., laptop, tablet) as needed for IEP development and service tracking.

SIRAS user accounts shall not be activated or renewed until verification that all required documents and information have been verified by the CONTRACTOR administrator or designee. User accounts must be closed by CONTRACTOR within five (5) days of employee separation.

49. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to the VCOE documentation of substitute coverage on a substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a NPA and/or related services CONTRACTOR, and CONTRACTOR'S service CONTRACTOR is absent, CONTRACTOR shall provide a qualified (as defined in Section 1 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service CONTRACTORS. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service CONTRACTOR within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

50. STAFF PROFESSIONAL t WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subCONTRACTORS, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student

progress shall be consistent with the provision of this contract.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPA CONTRACTORS working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, must ensure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances and policies, regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code Sections 35021 *et. seq.*, and 49406, regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis.

CONTRACTOR shall provide to the SELPA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) Section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting NPSs shall comply with Education Code Sections 51934 and 51935 when providing HIV/AIDS Prevention Education to secondary students.

52. TRAVEL

Out of state travel with CONTRACTOR must be pre-approved at least one (1) month in advance by LEA. No student placed by this VCOE may travel out of the country with the CONTRACTOR.

53. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations Section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the VCOE and CDE a minimum of forty-five (45) days in advance of any major modifications or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the VCOE per California Education Code 56366.4.

Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

54. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49422 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility storing medications in a secure location and ensuring appropriate staff training in the administration of medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

Parents/Guardians are responsible for all medical costs including medications while the student is in a RTC placement.

55. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit, within twenty-four (24) hours, electronically, any accident or incident report to the VCOE/LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the VCOE/LEA procedures.

56. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code Section 11165.7, *et seq.* and Education Code 44691. To protect the privacy rights of all parties involved (report, child and alleged abuse), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all NPS/A CONTRACTORS, volunteers, subCONTRACTORS or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

57. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees

regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

58. REPORTING OF MISSING CHILDREN

CONTRACTOR assures VCOE/LEA that all staff members, including volunteers, independent CONTRACTORS, and subCONTRACTORS or any person employed directly or indirectly by it agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the VCOE.

FINANCIAL

59. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, RATE AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child. CONTRACTOR shall use the codes and rates as delineated in Rate Schedule when preparing ISA's and submitting invoice documentation.

Upon request, CONTRACTOR will provide VCOE with justification for Rate Schedule including but not limited to completing and submitting the NPS/A Projected Budget Worksheet (Attachment D).

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or Related Services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service CONTRACTOR whose signature shall appear on such forms and shall be available for review, inspection, or audit by the VCOE during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted according to LEA procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of hours of service per the ISA and IEP at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later

than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebilling/retroactive billing for any Agreement fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the nonpublic school or agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the SELPA/District Special Education Administrator.

60. **RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) if CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received within six (6) months following the close of the fiscal year, for services provided that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of an Agreement will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such a review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the billable amount of the service CONTRACTOR failed to perform or failed to document properly; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured: the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. When CONTRACTOR has an integrated program, lack of qualified Related Services personnel may result in proration of the basic education rate equal to the rate as paid to other NPS for same related services. In addition, LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR'S failure to deliver required services and/or from missing/incomplete or improper documentation of such services as described below.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

61. **PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or Related Services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time annually.

62. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction

or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service CONTRACTOR is absent, CONTRACTOR shall provide "Makeup" services by a qualified service CONTRACTOR within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the third (3) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absences.

LEA shall not be responsible for payment of Related Services personnel if provided by subCONTRACTOR for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR'S service CONTRACTOR is absent, CONTRACTOR shall provide a qualified (as defined in Section 1 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service CONTRACTORS. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service CONTRACTOR within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence or refusal of service of an LEA student no later than the third (3) consecutive service day of the student's absence or refusal of services. In the event services were not provided, reasons for why the services were not provided shall be included.

When a student who receives Additional Adult Assistance as a related service at a NPS or BII services from a NPA is absent, the CONTRACTOR will be paid 2 hours of the contracted rates, if the staff is unable to be assigned to another student/classroom for which the CONTRACTOR will bill instead. If the NPS/A is informed 24 hours in advance, there will be no charge.

63. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS Closure – In the event of a NPS closure for the reasons set forth in Education Code 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not

receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

- c. LEA and NPS Closure – In the event of the LEA and NPS closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure. When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate.

64. INSPECTION AND AUDIT

The CONTRACTOR shall maintain, and the VCOE/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to the VCOE/LEA to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations Section 3061; registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; when applicable liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the VCOE/LEA. CONTRACTOR shall make available to the SELPA all budgetary information including operating budgets submitted by CONTRACTOR to the SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the SELPA or CONTRACTOR'S offices (to be specified by the SELPA) at all reasonable times and without charge. All records shall be provided to the SELPA within five (5) working days of a written request from the SELPA. CONTRACTOR shall, at no cost to the SELPA, provide assistance for such examination or audit. The SELPA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the SELPA, unless the SELPA agrees to

the use of the electronic format.

CONTRACTOR shall obtain from its subCONTRACTORS, and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the SELPA upon request by the SELPA.

If an inspection, review, or audit by the SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

65. **RATE SCHEDULE**

The attached rate schedule (Attachment A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

66. **DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within in a three (3)year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES

VENTURA COUNTY OFFICE OF EDUCATION

By: _____
Signature Date

By: Lisa Cline 7-9-25
Signature Date

Name and Title of Authorized

LISA CLINE, EXECUTIVE DIRECTOR OF INTERNAL BUSINESS OFFICE

Notices to CONTRACTOR shall be addressed to:

Notices to VCOE/VC SELPA shall be addressed to:

Name and Title Shawna Morris Chief Executive Officer	Name and Title Joanna Della Gatta Executive Director
Address 1722 South Lewis Road	Address 5100 Adolfo Road
City Camarillo	City Camarillo
State CA	State CA
Zip 93012	Zip 93012
Phone 805-366-4072	Phone 805-437-1560
Fax	Fax 805-437-1599
Email smorris@casapacifica.org	Email jdellagatta@vcoe.org



Non-Public School and Mental Health Services 2025-26

A. Basic Education/Special Education Day School	25-26 Rate	Per
Basic Education/Special Education	\$212.62	School Day
B. Education Related Services (not included in A)		
1:1 Services	\$43.45	Hour (5.5 hrs/day)
Counseling: Individual, Group, Parent/Family	\$135.50	Hour
Social Work Services	\$135.50	Hour
Speech Therapy	Contracted providers rate	
Occupational Therapy	Contracted providers rate	
ABA Assessment & Development of Behavioral Plan	\$657.38	Each
Educational Assessment	\$876.51	Each
Behavioral Intervention – BII	\$135.50	Hour
Behavioral Intervention – BID	\$135.50	Hour
Psycho-Social Emotional Assessment (if triennial included in daily rate)	\$1,314.76	Each
Psychological Services including IQ, personality inventory, neuro-psych screening, developmental assessment	\$2,191.27	Each
Transportation	\$58.01	Per Round Trip
C. Integrated Residential Treatment Program		
Intensive Adolescent Residential Treatment (includes room and board, bundled mental health services, and basic education/special education at NPS)*	\$1,339.00	Calendar Day

*adjunct services are billed separately.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

10/29/2024

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

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

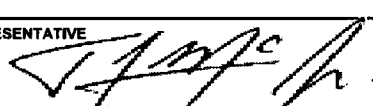
PRODUCER Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa St., 52nd Floor Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1498202 Casa Pacifica Centers For Children and Families 1722 South Lewis Road Camarillo CA 93012-8520	INSURER A : ACE American Insurance Company NAIC # 22667	
	INSURER B : ACE Property and Casualty Insurance Company 20699	
	INSURER c : Accredited Specialty Insurance Company 16835	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 17971492 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	SVRD37798666004	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CALH08613552004	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll/Comp DED \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XOOG25502139004	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Prof. Liab.	N	N	CRLG25502176004	11/1/2024	11/1/2025	Occ.:\$11M/Agg.:\$13M Occ.:\$10M/Agg.:\$10M Ded: \$10K
A	Sexual Abuse & Molest.	N	N	CRLG25502176004	11/1/2024	11/1/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NPS/NPA Master Contract with the Ventura County Office of Education. GL: Ventura County Office of Education are Additional Insured as respects to referenced project.
 This Insurance is Primary to any other Insurance. Waiver applies to General Liability.

CERTIFICATE HOLDER 17971492 Ventura County Office of Education 5100 Adolfo Road Camarillo CA 93012	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:SVRD37798666004

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Ventura County Office of Education 5100 Adolfo Road Camarillo, CA 93012</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II -- - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III --- Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Ventura County Office of Education
5100 Adolfo Road
Camarillo, CA 93012

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, _____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)					
Address					
City, State Zip					
LEA Case Manager					
Phone and E-Mail					
Student Last Name		Student First Name			
Grade	D.O.B.	Sex	() M () F		
Parent/Guardian Last Name		Parent/Guardian First Name			
Address					
City, State, Zip					
Home Phone		Work	Cell		
Parent/Guardian Last Name		Parent/Guardian First Name			
Address					
City, State, Zip					
Home Phone		Work	Cell		

Nonpublic School/Agency					
Address					
City, State, Zip					
IEP Coordinator Name					
Phone		Fax			
E-Mail					
Program Administrator Name					
Phone		Fax			
E-Mail					
Education Schedule - Regular School Year					
Number of Days		Number of Weeks			
Education Schedule - Extended School Year					
Number of Days		Number of Weeks			
Contract Begins		Ends			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>								
B. RELATED SERVICES								
1. Transportation a. Paid to NPS/A								
2. Adapted P.E.								
3. Speech/Language a. Group b. Individual c. Consultation								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
4. Occupational Therapy a. Therapy b. Consultation								
5. Physical Therapy a. Therapy b. Consultation								
6. Intensive Individual Services								
7. Other								
8. Educationally Related Social Emotional Services (ERSES):								
a. Individual Counseling								
b. Counseling & Guidance								
c. Parent Counseling								
d. Social Work Services								
e. Behavior Intervention Services								
9. Residential Services*								
a. Room and Board								
b. 24/7 ISES								
TOTAL COST								\$

*Educationally Related Social Emotional Services (ERSES) in a Residential Treatment Center (RTC) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, and social work services, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the RTC program.

Board and Care paid for up to 365 days with a maximum of ___days payment per student, per contract year, if a bed is unoccupied due to home visits of a therapeutic nature. Room and Board and mental health rates are all inclusive in a Residential Setting.

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS \$ _____

Other Provisions/Attachments: _____

Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Reference to the Master Contract # _____, reference the date from _____ to _____.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 25, 2026

Agenda Section: Section F: Board Policies, First Reading

Approval of Oxnard School District Cell Phone and Mobile Device Policy (Fox/Nocero)

The Assembly Bill (AB) 3216, known as the Phone Free Schools Act, requires all California school districts, county offices of education, and charter schools to adopt a policy by July 1, 2026, that limits or prohibits student use of smartphones while at school or under school supervision. The law allows limited exceptions for emergencies, health needs, teacher authorization, or when required by a student's Individualized Education Program (IEP).

The legislation is intended to reduce classroom distractions, support student mental health, and improve academic engagement. In accordance with AB 3216, input was gathered from parents, teachers, staff, and students to update the district's cell phone policy to ensure compliance with the law.

The proposed Cell Phone and Mobile Device Policy is presented for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees approve the proposed Oxnard School District Cell Phone and Mobile Device Policy, as presented.

ADDITIONAL MATERIALS:

Attached: [AB-3216 Pupils_Use of Smartphones \(3 pgs\)](#)
[Cell Phone and Mobile Device Policy \(2 pgs\)](#)
[Presentation \(11 pgs\)](#)


[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

AB-3216 Pupils: use of smartphones. (2023-2024)

SHARE THIS:



Date Published: 09/24/2024 10:00 AM

Assembly Bill No. 3216

CHAPTER 500

An act to amend Section 48901.7 of the Education Code, relating to pupils.

[Approved by Governor September 23, 2024. Filed with Secretary of State September 23, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3216, Hoover. Pupils: use of smartphones.

Existing law authorizes the governing body of a school district, a county office of education, or a charter school to adopt a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a schoolsite or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school. Existing law, however, specifies circumstances in which a pupil may not be prohibited from possessing or using a smartphone.

This bill would instead require the governing body of a school district, a county office of education, or a charter school to, by July 1, 2026, develop and adopt, and to update every 5 years, a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a schoolsite or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school, as provided. By imposing additional duties on local educational agencies, the bill would constitute a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Phone-Free Schools Act.

SEC. 2. The Legislature finds and declares all of the following:

(a) There is growing evidence that unrestricted use of smartphones by pupils at elementary and secondary schools during the schoolday interferes with the educational mission of the schools, lowers pupil performance, particularly among low-achieving pupils, promotes cyberbullying, and contributes to an increase in teenage anxiety, depression, and suicide.

(b) In September 2018, France adopted a nationwide smartphone ban in all primary and middle schools in order to promote pupil achievement and healthy social development.

(c) The London School of Economics and Political Science published a May 2015 study that found that test scores improved significantly at schools that banned mobile phone use, and that the most significant gains in pupil performance were made by the most disadvantaged and underachieving pupils. The study concluded that "schools could significantly reduce the education achievement gap by prohibiting mobile phone use in schools."

(d) Dr. Jean Twenge, who is a professor of psychology at San Diego State University, published a book in 2017 entitled "iGen," which presents evidence of an increase in depression and suicide among American teenagers that may be caused by increased mobile device screen time and social media use. According to Dr. Twenge, grade 8 pupils who spend 10 or more hours per week on social media are 56 percent more likely to describe themselves as unhappy than those who devote less time to social media. Moreover, teenagers who spend three hours per day or more on electronic devices are 35 percent more likely to demonstrate risk factors for suicide, such as suicidal ideation, and teenagers who spend five or more hours per day on their devices are 71 percent more likely to demonstrate a risk factor for suicide.

(e) Research demonstrates that the use of cell phones by pupils during school operating hours can create significant distractions resulting in negative effects on their academic performance and mental health. Additionally, the presence of cell phones and related technologies in classrooms may not only detract from pupils' academic performance, but also contribute to higher rates of academic dishonesty and cyberbullying.

(f) In 2015, Spain enacted a ban on mobile phones in school settings, showing an increase of pupils' test scores as well as a documented decrease in incidences of bullying.

(g) A study completed by Louis-Philippe Beland and Richard Murphy in 2016 on the impact of cell phones on pupils' academic performance reported that when cell phones were banned from classrooms, standardized test scores went up approximately 6 percent on average and more than 14 percent for low-achieving pupils.

(h) Using pupil data from England, the results from a 2015 research paper published in the Labour Economics journal suggest that after schools banned mobile phones, test scores of pupils 16 years of age increased by 6.4 percent of a standard deviation, or the equivalent to adding five days to the school year or an additional hour per week.

SEC. 3. Section 48901.7 of the Education Code is amended to read:

48901.7. (a) The governing body of a school district, a county office of education, or a charter school shall, no later than July 1, 2026, develop and adopt, and shall update every five years, a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a schoolsite or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school. The goal of the policy shall be to promote evidence-based use of smartphone practices to support pupil learning and well-being. The development of the policy shall involve significant stakeholder participation in order to ensure that the policies are responsive to the unique needs and desires of pupils, parents, and educators in each community. The policy may also include enforcement mechanisms that limit access to smartphones.

(b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using a smartphone under any of the following circumstances:

(1) In the case of an emergency, or in response to a perceived threat of danger.

(2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil to possess or use a smartphone, subject to any reasonable limitation imposed by that teacher or administrator.

(3) When a licensed physician and surgeon determines that the possession or use of a smartphone is necessary for the health or well-being of the pupil.

(4) When the possession or use of a smartphone is required in a pupil's individualized education program.

(c) This section does not authorize monitoring, collecting, or otherwise accessing any information related to a pupil's online activities.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



Oxnard School District

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

www.oxnardsd.org

Cell Phone and Mobile Device Policy

Oxnard School District recognizes the role of technology in learning and communication. However, excessive or inappropriate use of personal cell phones and smart devices and interferes with instruction, social development, and student well-being. This policy is designed to ensure compliance with AB 3216 by prioritizing academic focus, minimizing distractions, and protecting student safety, privacy, and mental health.

Students may possess personal devices *such as smartphones, smart watches, wearable technology*, but they must be turned off or on silent mode and stored in backpacks,

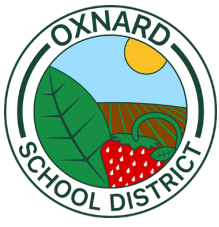
Cell phone use is prohibited at all times during the school day while on campus, including class time, recess/nutrition, lunch, and transitions.

Use of personal devices is allowed only when:

1. Required for a health-related need or accommodation as determined by a licensed physician or surgeon.
2. Authorized by school staff during an emergency.
3. Use of a smart device is required in a pupil's individualized education program (IEP).
4. Approved by a school official to contact a parent/guardian under special circumstances.

In an effort to keep the focus on academics and to reduce unnecessary distractions, the district enforces the following:

- Students may possess cell phones, but they must be turned off or silenced when entering a school campus.
- Cell phones and all smart devices shall be kept in a student's backpack.
- Cell phones are not allowed to be used anywhere on a school campus during the school day, including in classrooms, the library, or common areas and during lunch, recess/nutrition, or transition times.
- If a student needs to contact their parents/guardians during the school day, they are to come up to the office to use the phone.
- Students shall not use a cell phone or other device with camera, video or voice recording function in a way or under circumstances which infringe the privacy rights of other students or school staff.
- Students may not wear earbuds or AirPods during the school day unless permitted through an IEP or 504 plan.



Oxnard School District

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

www.oxnardsd.org

Violations of this policy shall be subject to progressive discipline.

If a student violates the cell phone and mobile device policy, the following steps will be taken:

- *First offense: the employee will confiscate the device and send it to the office. Student can pick it up at the end of the day. Parent will be notified of the violation and incident will be documented.*
- *Second offense: the employee will confiscate the device and contact the parent/guardian to pick up the phone from the school office at the end of the day. Confiscated devices shall be stored by school district employees in a secure manner.*
- *On subsequent offenses: Students may be subject to other disciplinary measures when their use of an electronic signaling device violates school rules. A student's right to carry such devices may be revoked except where the device is determined to be essential to the health of the student.*

Students are responsible for personal devices they bring to school. The district shall not be responsible for loss, theft or destruction of any such device brought onto school property, except that it shall be the responsibility of the school to ensure the safekeeping of any confiscated devices.

Notwithstanding any other school policies on searches in general, school district employees may not search any personal cell phone or other personal device without the express authorized consent of the student and the student's parent or legal guardian.

Students and their parents/guardians shall be notified of the above policy at the beginning of every school year.

I have read and reviewed the policy with my student.

Student Name

Grade

Parent Name

Parent Signature

Date

Parent/guardian signature on the Cell Phone Policy form indicates receipt and acknowledgment of the policy.



CALIFORNIA'S PHONE-FREE SCHOOLS ACT

Limiting Cell Phone Use in Schools

March 25, 2026

The Phone-Free Schools Act (AB 3216) Overview

- The goal of the policy shall be to promote evidence-based use of smartphone practices to support pupil learning and well-being.
- The development of the policy shall include involvement of educational partners.

The Phone-Free Schools Act (AB 3216)

Overview

Universal Mandate

All California public school districts, charter schools, and county offices of education must adopt comprehensive phone use policies.

Implementation Deadline

Schools have until July 1, 2026, to develop and enforce policies—moving from optional guidelines to mandatory statewide restrictions.

Why This Law Matters

The research is clear: excessive smartphone use has become a critical challenge in today's schools, affecting both mental health and academic success.

Students struggling with anxiety, depression, and declining grades linked to constant phone access

72% of high school teachers identify phones as major classroom distractions (Pew Research)

97% of students use phones during school, averaging 43 minutes daily (Common Sense Media)

Key Provisions of AB 3216

Restriction Requirement

Schools must limit or prohibit smartphone use during all school hours, including breaks and lunch periods.

Collaborative Development

Policies must be developed with meaningful input from students, parents, educators, and administrators.

Policy Review Timeline

All policies must be reviewed and updated every five years to remain responsive to evolving technology and student needs.

Protecting Student Safety & Privacy

Emergency Communication: Students cannot be prohibited from possessing or using a cell phone in the case of an emergency or in response to a perceived threat of danger

Authorized Exceptions:

Teachers, administrators, and healthcare providers can authorize phone use for specific educational or medical needs

Privacy Protections:

School officials are strictly prohibited from accessing or monitoring students' online activities or phone content without a warrant or documented emergency

Meetings to Receive Input and Update Current Policy

- November 12, 2025 : Parents and staff
- February 2, 2026: Students
- February 5, 2026 : Parents, staff, teachers
- February 12, 2026: Site administrators
- March 2, 2026 : Parents, staff, teachers

Goal: Board presentation for approval on March 25, 2026

Questions for Educational Partners

AB 3216 and current cell phone policy were reviewed and the following questions were asked...

Does current language explicitly reference AB 3216 compliance?

How does the policy clarify exceptions (e.g., for medical needs, IEP accommodations, or emergencies) and disciplinary steps?

How should the district handle parent/guardian communication requests during school hours?

Is there alignment with privacy, equity, and discipline provisions?

How can the policy promote digital citizenship and responsible use?

Updates Made

- ✓ Added specific references to AB 2316
- ✓ Added language specific to the exceptions outlined in AB 3216
- ✓ Change in terminology from 'mobile' to 'smart'
- ✓ Removed duplicate language
- ✓ After discussion regarding consequences from all partners, these were updated
 - ✓ Amended first consequence to ensure incidents could be documented accurately
 - ✓ Added second and subsequent consequence language to ensure progressive discipline steps
- ✓ Added language regarding parent signature

Next Steps

- Plan communication to parents, guardians, staff, and students on legislation and updated policy
- Develop signage/posters for sites with policy reminders for students
- Review and update as needed



QUESTIONS?

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section D: Action Items

Approval of Agreement #25-218 with Parsons Constructors, Inc. to Provide Project Labor Agreement (PLA) Services for the Fremont Middle School Reconstruction Project (Pifko/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The proposed phased construction of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

On January 14, 2026, the District Board of Trustees approved the Lease Leaseback Construction Services Agreement with Viola Inc. As a part of the project, the District approved the Project Labor Agreement (PLA) for the project at the December 17 Board Meeting. A condition of the PLA is the need for an outside firm to monitor compliance with the terms of the PLA by the Lease Leaseback Contractor and their sub-contractors. Responses were solicited from qualified firms with one response received from Parsons Constructors, Inc. Parsons possess the experience and knowledge to perform the monitoring as required.

Terms of Agreement: March 26, 2026 through June 30, 2028

FISCAL IMPACT:

Not to Exceed: \$198,260.00 - Measure I Bond Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-218 with Parsons Constructors, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-218, Parsons Constructors, Inc. \(8 Pages\)](#)
[Proposal \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT
Professional Services Agreement

[This Agreement is intended to be used for Professional services such as contracted accountants, auditors, educational consultants, nurses, psychologists, speech pathologists, therapists, etc.]

This Professional Services Agreement (the "Agreement") is made and entered into _____ by and between OXNARD SCHOOL DISTRICT (hereinafter referred to as "District" or "Local Educational Agency") 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

Provider Tax Identification or Social Security Number

The Parties agree as follows:

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

Services. Provider shall provide District with the services (the "Service") described on Exhibit A "Statement of Services" attached hereto and incorporated herein by this reference.

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement.

Additional Services. A written amendment to this Agreement shall be prepared by either party and executed by all of the Parties before any performance of additional Services or the District shall not be required to pay for the increased cost incurred for the changes in the Statement of Services.

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

Term. The term of this Agreement shall commence on _____ and terminate on _____.

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 Services completed on such items prior to termination of the Agreement.

Payment and Expenses. All payments due to Provider under this Agreement are set forth in Exhibit B "Schedule of Fees" attached hereto and incorporated herein by this reference.

All payments due to Provider, as set forth in the Schedule of Fees, 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 and for which payment is sought. Provider shall not include a request for payment for any Service in more than one invoice. If payment for a Service is disputed, the Parties shall negotiate in good faith and any subsequent payment, adjustment or credit for said Service shall be made or given with reference to the original invoice.

Nature of Relationship. The Parties agree the relationship created by this Agreement is that of independent contractor. In performing 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.

Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws. 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.

Assignment and Subcontractors. Provider shall not assign, sublet, or transfer this Agreement or any rights or obligations 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. 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.

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.

Standard of Performance. Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing service similar to those required of Provider under 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.

Qualifications. Provider shall possess and in signing this Agreement warrants and represents that Provider has special skills, proficiency and expertise to render the Services described in this Agreement. Provider shall at all times keep all licenses current, be in good standing and notify District of any change in licensure or professional status, including disciplinary or licensure proceedings of any kind.

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 and adhere to professional and licensing standards of practice in the performance of this Agreement.

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 workers in school settings who are on-site supporting school functions are compliant with applicable California Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance remain in effect.

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, Pupil Records, 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. Provider shall not disclose such data, information and records except to the District or in strict compliance with the provisions of all California and Federal statutory laws and upon prior written notice to the District.

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. When Provider performs the criminal

background check, it shall immediately prevent any person representing the Provider who has been convicted of a violent or serious felony from accessing an District school or office site.

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, or other location as mutually agreed by both parties.

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 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. 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 services of the Provider or those of any of its officers, agents, employees, 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 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 Services 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 written statement to District requesting a waiver from this requirement and indicating the reason Workers’ Compensation Insurance is not required.

- d. Professional Liability Insurance. 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. Abuse and Molestation Insurance. If, in providing the Services, any employee, subcontractor or other person under the direction and control of Provider (each, a “Provider Party”) will have an opportunity to interact with any District student outside of the immediate supervision and control of the student’s parent or guardian or a certificated District 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 Provider wishes to request a waiver of this requirement to provide Sexual Abuse and Molestation insurance coverage, it must submit a written statement to the District explaining why the Services will not provide an opportunity for any Provider Party to interact with any District student. This insurance coverage must be provided unless the District Representative under this Agreement authorizes the requested waiver by signing below:

WAIVER. Sexual Abuse and Molestation coverage is waived because no Provider Party will interact in any way (either in person or via an app or cloud application) with any District student:

District Representative: _____ Date: _____

- f. Broader Coverage. If the Provider 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. Primary, Non-Contributory and Waiver of Subrogation. Provider’s insurance is primary and will not seek contribution from any other insurance available to the District. Any insurance or self-insurance maintained by District shall be excess of the Provider’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. Provider further hereby waives any and all rights of subrogation that it may have against the District. Required endorsements are listed below.
- h. 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.
- i. 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) Waiver of Subrogation: CG 24 04 05 09
 - 3) Primary, Non-Contributory: CG 20 01 01 13
 - 4) Commercial Automobile Liability (if necessary): CA 20 48 10 13

- j. Claims Made Policies. If any of the required policies provide coverage on a “claims made” basis:
 The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Service.
 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Service.
 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Service.
- k. 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.
- l. 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

Notice. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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

OXNARD SCHOOL DISTRICT
 Local Educational Agency
 Attn: _____

 Street

 City, State, Zip Code

 Provider
 Attn: _____

 Street

 City, State, Zip Code

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.

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.

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

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. Provider represents and warrants that Provider 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.

OXNARD SCHOOL DISTRICT
Local Educational Agency

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

E-Mail Address

E-Mail Address

Telephone

Telephone

Exhibit A
Statement of Services

Description of Services:

Schedule:

Exhibit B
Schedule of Fees

Fees:

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

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

Payment Schedule:

Additional Costs or Expenses:



PARSONS CONSTRUCTORS INC. PROJECT LABOR AGREEMENT ADMINISTRATIVE SERVICES

OXNARD SCHOOL DISTRICT – FREEMONT MIDDLE SCHOOL
FEBRUARY 19, 2026

Submitted by:

Parsons Constructors, Inc.
100 West Walnut Street
Pasadena, CA 91124
Dan Sloan, VP Labor Relations and General Manager, PCI
Dan.sloan@parsons.com
206-295-3303

February 19, 2026

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc. (CFW, Inc.)

Submitted via email only: gschober@cfwinc.com

Subject: Project Labor Agreement Services Proposal
Oxnard School District – Freemont Middle School

Dear Gerald:

Parsons Constructors Inc. (Parsons) is grateful and excited for the opportunity to present this proposal to provide Project Labor Agreement (PLA) services to the Oxnard School District for the Freemont Middle School project. Building on our prior experience with the Oxnard School District, our current work with the Oxnard Union High School District, and our established relationship with the Tri-County Building and Construction Trades, we are confident that our proposed team has the knowledge, experience, and relationships necessary to deliver cost-effective, high-quality services.

The included proposal outlines our scope of services along with our team's hourly rates and a not-to-exceed amount inclusive of labor, mileage, and the utilization of LCP Tracker for payroll and document collection for the duration of the Freemont Middle School Reconstruction project.

We appreciate the opportunity to present our proposal for your review.

Sincerely,



Daniel J Sloan
President, Parsons Constructors Inc.

Parsons is committed to implementing Oxnard School District's (District) Project Labor agreement (PLA) in full compliance with its terms and conditions. Our program will address key areas such as labor relations, labor dispute resolution, and community workforce development. With our experience in managing PLAs, we will work to ensure effective collaboration among stakeholders, support the District's objectives, and deliver positive outcomes for the community and the projects.

Project Information – Project Labor Agreement Administration

- Name of Awarding Agency – **Oxnard School District**
- Name of School – **Fremont Middle School**
- Name of Project – **Fremont Middle School Reconstruction**
- Brief Scope of work – **Construction of new middle school and playfields on an existing campus, and demolition of the old campus following construction of new campus**
- Estimated project start/end – **March 01, 2026 – April 30, 2028**
- Estimated project duration – **24 months + 3 months for PLA Project Closeout**
- Estimated project value - **\$65M**
- Estimated number of contractors – **Single GC Lease Leaseback Delivery**

Scope of Work – Project Labor Agreement Administration

- Parsons will provide support to the District to administer the PLA and to assist with contract interpretation and notices.
- Parsons shall ensure submission of the Letter of Assent as executed by all contractors and subcontractors prior to the commencement of project work.
- Parsons shall work with the unions and contractors and use their best efforts to integrate mechanisms for acceptance and entry into union apprenticeship programs.
- Prior to the commencement of work Parsons will ensure submission of the Core Employee List from all contractors performing work on affected projects as well as satisfactory proof evidencing the core employee's qualification as a core employee upon request.
- Parsons shall collect proof of payment of all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention.
- Parsons shall monitor union and contractor compliance with referral and dispatch procedures.
- Parsons shall work with the prime contractor or subcontractor who is delinquent in benefit contribution payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

- Parsons shall attend Pre-Bid Meetings, Pre-Job Conferences and Pre-Construction Meetings to provide an overview and convey stakeholder responsibilities as outlined within the PLA. Parsons shall assist in the scheduling and facilitation of the PLA Pre-Job Conference.
- Parsons shall develop PLA Contractor Handouts to provide pertinent information at Pre-Bid Meetings, Pre-Job Conferences, Pre-Construction meetings and other meetings as-needed.
- Parsons shall oversee the processing of grievances, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided.
- Parsons shall assist contractors working under the PLA with policies and practices related to efforts in achieving the local hire and workforce development goals.
- Parsons shall actively support contractor’s efforts to employ District Residents on OSD PLA covered projects.
- Parsons shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor’s compliance with the PLA in accordance with OSD’s PLA Section 11.1
- Parsons shall develop and produce Monthly PLA Status Reports that identify issues of PLA non-compliance and local hire attainments. This report will be issued to the prime contractor and District on a monthly basis.
- Prepare quarterly reports on apprentice utilization, the training and employment of District Residents, and a schedule of project work and estimated craft workers needed in accordance with OSD’s PLA Article 12.
- Upon project completion, Parsons will prepare a Project Close Out Report that provides a summary of PLA compliance items and document summary list. Parsons will return all payroll documentation to the District.

Personnel Hourly Rates/Cost Proposal

Name	Title	Rate
Rasien Connelly	PLA Administrator	\$190.00
Tara Neumann	PLA Analyst	\$115.00
Other Direct Costs (Mileage)		\$5,000.00
LCP Tracker Cost (billed annually and subject to annual increase)		\$25,200.00
LCP Tracker Flash Drive		\$1,000 plus tax
Not to Exceed		\$198,260.00

Parsons provides a not to exceed amount per project based on project size and duration. We bill based on actual hours worked by each employee’s fully burdened rate on a monthly basis. Reimbursable costs include any mileage incurred and the use of LCP Tracker.

LCP Tracker

Parsons is highly familiar with and strongly recommend the utilization of online collection and management of payroll documentation through LCP Tracker. Parsons has partnered with and utilized LCP Tracker on numerous projects. This collaboration and utilization of an online certified payroll and document software has allowed for efficiency when implementing and collecting required documents for both prevailing wage compliance. The District will have access to the software and data contained therein. Parsons will provide final documentation collected to the District upon project closeout.

The cost of LCP Tracker is dependent upon construction contract value and duration. It is billed per project on an annual basis that may contain an increase in price. A third-party user agreement is required to be signed by the District and Prime Contractor prior to utilization of the program.

LCP Tracker’s website: www.lcptracker.com

Product used for this program: LCP Tracker Pro

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: March 25, 2026

Agenda Section: Section D: Action Items

Approval of Agreement #26-07 – The Baldwin Group West, LLC. (Carroll/Magaña)

The Baldwin Group West, LLC will provide health and welfare consulting services that include negotiating annual benefits insurance renewals, marketing employee benefits, analyzing cost impacts, modeling employer and employee contributions, and developing employee communication materials. These services also include conducting Open Enrollment meetings, managing compliance-related matters, and providing day-to-day advocacy and support for active employees and retirees regarding benefit-related issues.

Contract services were realigned to address budget constraints for 2026–2027, resulting in a 52% reduction in services.

Term of Agreement: July 1, 2026 through June 30, 2027

FISCAL IMPACT:

\$78,976.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-07 with The Baldwin Group West, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-07, The Baldwin Group West, LLC \(4 Pages\)](#)
[Proposal \(6 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Oxnard School District

Benefits Consulting Services
Strategic Service Realignment to
Support Budget Reduction

Prepared by
The Baldwin Group, LLC

CA License #0D86695

Maggie Lepore
Senior Consultant, VP & Partner
maggie.lepore@baldwin.com
O: 805.771.9830 | M: 714.614.2895

February 26, 2026

February 26, 2026

I. Oxnard School District

Benefits Consulting Services

Strategic Service Realignment to Support Budget Reduction

Introduction: We understand the significant fiscal challenges facing Oxnard School District and remain committed to serving as a long-term strategic partner. To assist with immediate budget relief, you will find outlined in **Section II** of this document, we have identified specific services that may be scaled back or modified with minimal operational disruption, while preserving the advisory, compliance, and financial oversight functions that support and protect the district.

Overview of Services and Value Provided by The Baldwin Group

The Baldwin Group serves as a full-service benefits consulting partner to Oxnard School District, providing strategic guidance, hands-on administration support, compliance oversight, and direct employee advocacy. Our role extends far beyond traditional brokerage services. We function as an embedded expert resource in a highly complex and heavily regulated benefits environment.

One of the most significant examples of our partnership was supporting the district through a major pool transition that resulted in substantial long term cost savings that continue to benefit the organization today. That effort required detailed financial modeling and strategic negotiation, followed by extensive implementation oversight to ensure there was no disruption of coverage or access to care for the district's large population of active employees and retirees. We worked closely with carriers, administrators and district leadership throughout the transition to safeguard continuity of benefits and support a smooth, stable conversion process.

As market conditions evolve and bargaining group priorities shift over time, similar evaluations and transition considerations may arise again, and we remain positioned to guide the district through those complex analyses and negotiations when appropriate.

Beyond high level strategy, we routinely manage complex and high impact matters that require licensed insurance professionals with specialized expertise, regulatory knowledge and established executive level carrier relationships. Our professional credentials, market standing and carrier access allow us to advocate directly with carriers and provider networks in ways that internal administrative teams typically cannot. This includes intervening when employees face denied treatments, network access barriers or complications related to complex medical diagnoses, escalating matters through formal carrier channels to help secure medically necessary care and appropriate claim resolution.

We also navigate sensitive claim situations where administrative discrepancies or contractual interpretations may create financial exposure for the district. Through our carrier access and

technical expertise, we work toward equitable resolutions that protect both employees and the district.

In addition, as carrier rules, pool participation requirements and regulatory standards continue to evolve, we conduct ongoing compliance and administrative audits to identify discrepancies, coordinate corrective action and mitigate potential liability. These services rely on licensed expertise, insurance specific regulatory knowledge and established market relationships that enable us to act on the district's behalf with authority and credibility.

The summary provided in this document identifies specific service components that are administrative or production-oriented in nature and may be transitioned, restructured, or reassigned to align with the district's budget objectives. The proposed structure provides meaningful budget relief while preserving licensed expertise, renewal strategy oversight, compliance protection and employee advocacy.

We have truly valued our partnership with the district over the years and appreciate the trust you have placed in us. Your organization is important to us, and we remain committed to supporting your team, employees and retirees. We hope to continue working alongside you during this period and in the years ahead, and we stand ready to adjust as needed to best serve the district's evolving needs.

Best regards,



Maggie Lepore

Senior Consultant, VP & Partner

maggie.lepore@baldwin.com

O: 805.771.9830 | M: 714.614.2895

II. Oxnard School District

Benefits Consulting Services

Strategic Service Realignment to Support Budget Reduction

Services Proposed for Modification or Elimination

1. Elimination of the Ease Enrollment System

Transitioning away from the Ease platform would eliminate costs associated with system licensing, configuration, and ongoing administrative support.

Reduction: \$30,000

Consideration: *It is recommended that the district finalize its agreement with Ward Services to provide enrollment tracking, eligibility management and reporting functionality at no cost. This would maintain operational continuity while eliminating platform expenses.*

2. Discontinuation of ACA Reporting Services

Elimination of ACA 1094-C & 1095-C preparation, printing, mailing and electronic filing services would reduce:

Professional service fees: \$18,000

Print, mail and e file costs: \$8,500

Total Reduction: \$26,500

Consideration: *The district would assume responsibility for data aggregation, IRS filings, employee form distribution and correction management. Internal oversight would be required to ensure compliance accuracy and timeliness.*

3. Modification of Retiree Communication Materials

Discontinue development of retiree specific benefit guides and individualized forms and documents for printing and mailing of customized retiree packets.

Reduction: \$12,000

Consideration: *The district may utilize the comprehensive benefit guides prepared for active employees and supplement with carrier provided summaries and plan documents. A brief district prepared retiree contribution and eligibility summary could accompany these materials. This approach preserves communication while reducing production related costs.*

4. Contract Discount

Reduction Applied to Annual Fee: \$20,000

Consideration: *In recognition of the district's fiscal circumstances and long-standing partnership, The Baldwin Group is applying a fee discount to support budget stabilization. This arrangement may be reassessed after 3 years based on fiscal and operational conditions.*

Core Services Recommended to Remain in Place

Even within a reduced fee structure, the following services remain foundational to maintaining fiscal oversight, compliance integrity and operational stability.

Carrier Liaison and Employee Advocacy

- ✓ Ongoing billing and eligibility issue resolution
- ✓ Claim escalation and denial advocacy
- ✓ Direct carrier negotiations
- ✓ Protection of district interests in complex benefit matters

Annual Renewal Strategy and Financial Modeling

- ✓ Comprehensive renewal analysis
- ✓ Cost impact illustrations by bargaining unit
- ✓ District versus employee contribution modeling
- ✓ Scenario analysis for negotiations and budget forecasting
- ✓ Development of contribution calculators

Cost Illustrations Support

- ✓ Financial modeling for negotiations
- ✓ Plan comparison analysis
- ✓ Long term cost containment strategy
- ✓ Attendance at strategy sessions as requested

Benefit Communication and Education

- ✓ Development of annual benefit guides for active employees
- ✓ Employee educational videos
- ✓ Communication materials supporting plan changes
- ✓ Open Enrollment planning and execution support

Retiree and Medicare Support

- ✓ Medicare 101 workshops
- ✓ Retiree education and enrollment guidance
- ✓ Medicare coordination support

Procurement and Market Management

- ✓ Preparation and execution of RFPs and RFQs
- ✓ Vendor negotiations and carrier marketing
- ✓ Contract review, analysis, and illustration

Compliance Oversight

- ✓ Legislative and regulatory updates
- ✓ Access to compliance specialists
- ✓ Required annual notice preparation and distribution
- ✓ Guidance on federal and state mandates
- ✓ Risk mitigation support

Strategic Advisory Services

- ✓ Long term program design strategy
- ✓ Cost containment initiatives
- ✓ Trend analysis review
- ✓ Pool participation oversight
- ✓ Executive consultation

Overall Financial Impact

1. **Ease Enrollment System:** \$30,000
2. **ACA Form 1094-C & 1095-C Services**
 - a) Completion of 1094-C & 1095-C Forms: \$18,000
 - b) Print, Mail and E-file: \$8,500
3. **Retiree guide and packet:** \$12,000
4. **Contract discount:** \$20,000

Total Annual Reduction (-52%): \$88,500

Current Annual Contract: \$167,476

New Annual Contract: \$78,976 | **Monthly Equivalent:** \$6,580

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BB 9322 Agenda/Meeting Materials (DeGenna)

Board Bylaw 9322 is being revised to align with California School Boards Association's recommendations and to update provisions for remote participation at Board meetings.

The updated language is in underlined red text and removed language should be shown with a strikethrough. The revised policy will be presented for a Second Reading and Adoption at a future Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to Board Bylaw 9322 Agenda/Meeting Materials, as presented. The revised policy will be presented for a Second Reading and Adoption at a future Board meeting.

ADDITIONAL MATERIALS:

Attached: [BB 9322 \(6 pages\)](#)

Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 11/16/2011 | **Last Reviewed Date:** 11/16/2011

Agenda Content

Board of Trustees meeting agendas shall state reflect the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2) district's vision and goals and Board's focus on student learning and well-being.

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

Each agenda shall state the meeting time and location(s) and shall briefly describe each item listed in the agenda, including items to be discussed in closed session in accordance with Board Bylaw 9321 - Closed Session. (Government Code 54954.2)

For a regular meeting, the Board may consider an item not included in the posted agenda in accordance with Board Bylaw 9323.2 - Actions by the Board.

Public Comment

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item, including items to be considered in closed session in accordance with Board Bylaw 9321 - Closed Session and items listed on the consent agenda. (Education Code 35145.5; Government Code 54954.3)

OPTION 1 (ONE PUBLIC COMMENT ITEM FOR ALL OPEN SESSION AGENDA ITEMS)

Before any other open session agenda item, there shall be one public comment item on every meeting agenda to give members of the public the opportunity to address the Board on any item on the open session agenda. The public comment period shall last no longer than _____ minutes unless extended in accordance with Board Bylaw 9323 - Meeting Conduct. No member of the public may be permitted to speak more than once during this item.

OPTION 1 ENDS HERE

OPTION 2 (SEPARATE PUBLIC COMMENT FOR EACH OPEN SESSION AGENDA ITEM)

As part of every open session item, there shall be an opportunity for members of the public to address the Board on that item. The time set aside for public comment on each item shall last no longer than _____ minutes unless extended in accordance with Board Bylaw 9323 - Meeting Conduct. No member of the public may be permitted to speak more than once on each item.

OPTION 2 ENDS HERE

The agenda need not provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that all of the following conditions were met: (Government Code 54954.3)

The agenda need not provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that all of the following conditions were met: (Government Code 54954.3)

1. _____ Members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item
2. _____ The item has not been substantially changed since the committee considered it
3. _____ A quorum of the committee attended and participated in the committee meeting at which the item was considered from a singular physical location that was clearly identified on the agenda, open to the public, and situated within the boundaries of the district
4. _____ Any other applicable provisions of Government Code 54954.3

Additionally, the agenda for a regular meeting shall provide members of the public with an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

The notice and agenda shall include information describing how members of the public can access the platform or service and how members of the public can offer public comment if required pursuant to Board Bylaw 9320.1 - Remote Meetings and Attendance.

Disability-Related Accommodations or Modifications

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54953.8, 54954.2)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. Additionally, the agenda shall state that the request must be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

Agenda Preparation

The Board president and the Superintendent as secretary to the Board, shall work together to develop the agenda and review with the Board president for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning. Including whether an item requires Board action and whether an item shall be considered in open or close session

Any member of the public, or an individual Board member acting in that Board member's capacity as a member of the public, may request that a matter within the subject matter jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information. (Education Code 35145.5)

~~A Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least two weeks before the scheduled meeting date. Items submitted less than two weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.~~

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. ~~In addition~~ Additionally, if the Board president and Superintendent shall determine if the item that the request is merely a request for information, ~~or whether the issue is covered by an existing policy or administrative regulation before placing the item~~ then the request shall not be placed on the agenda.

A Board member may request in writing, at a meeting as part of a related open session item, or at a meeting as part of an open session item intended for this purpose that a specific matter within the subject matter jurisdiction of the Board be placed on an upcoming Board agenda. Within thirty (30) days of receiving the request, the Board member shall be informed by the Board president if the request has been approved or denied by the Board president and Superintendent.

If the request is approved, the Board president and Superintendent shall inform the Board member of the general timeframe that the matter will be placed on an agenda, on which part of the agenda the item will appear, and whether the item requires action by the Board. If the request is denied, the Board president and Superintendent fail to provide a response to the request, or the requesting Board member disagrees with the timeframe that the matter will be placed on an agenda, on which part of the agenda the item will appear, or whether the item requires action by the Board, then the Board member may appeal the response to the request to the Board. The Board president and Superintendent shall place the appeal on the next upcoming regular meeting agenda for Board action, but only as to whether, when, and how to agendaize the requested matter. If a majority of the Board agrees with the appeal, the item will be considered in accordance with the decision of the majority of the Board.

~~Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)~~

~~All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.~~

Consent Items

In order to promote efficient meetings, the Board may ~~act upon more than one item~~ bundle a number of items and act upon them together by a single vote through the use of a consent agenda, except as required by law. Consent items shall be items of a routine nature ~~or items for which no~~ Board discussion is not anticipated and for which the Superintendent recommends approval.

~~In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.~~

Agenda Dissemination to Board Members

~~At least three days~~ 72 hours before each regular meeting, a ~~copy of~~ link to the agenda and all related materials such agenda packet shall be forwarded to each Board member, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, ~~citizens~~, and others; and other available supporting documents pertinent to the meeting. Additionally, the Superintendent or designee may distribute to the Board additional materials related to agenda items less than 72 hours before each regular meeting, as permitted by law.

~~Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.~~

~~When a special meetings are is called, the Superintendent or designee Board members shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.~~ receive the agenda and all related materials at least 24 hours prior to the meeting. (Government Code 54956)

Board members shall review the agenda and all related materials before each regular or special meeting. Individual Board members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means, discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Regular Meeting Agenda Dissemination to Members of the Public

The Superintendent or designee will ~~mail a CD copy of~~ provide a link to the agenda in its entirety to any person requesting this information. The ~~CD~~ link shall be emailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The agenda and all related materials distributed to the Board related to a regular meeting shall be made available to the public upon request without delay. However, only those documents which are disclosable public records under the California Public Records Act (CPRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)

~~If a document is distributed to the Board less than~~ At least 72 hours prior to a regular meeting, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board

meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. ~~(Government Code 54957.5)~~ agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

Additionally, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular meeting is distributed to the Board less than 72 hours prior to the meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Special Meeting Agenda Dissemination to Members of the Public

The requirements for the dissemination of regular meeting agendas and related materials and writings to members of the public found in "Regular Meeting Agenda Dissemination to Members of the Public" shall be applicable to the dissemination of special meeting agendas and related materials and writings to members of the public except that the 24-hour requirement shall apply rather than the 72-hour requirement.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BB 9323 Meeting Conduct (DeGenna)

Board Bylaw 9323 is being revised to align with California School Boards Association's recommendations and to update provisions for remote participation at Board meetings.

The updated language is in underlined red text and removed language should be shown with a strikethrough. The revised policy will be presented for a Second Reading and Adoption at a future Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to Board Bylaw 9323 Meeting Conduct, as presented. The revised policy will be presented for a Second Reading and Adoption at a future Board meeting.

ADDITIONAL MATERIALS:

Attached: [BB 9323 \(5 pages\)](#)

Bylaw 9323: Meeting Conduct

Status: ADOPTED

Original Adopted Date: 11/16/2011 | **Last Reviewed Date:** 11/16/2011

Meeting Procedures

All Board of Trustees meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board ~~president~~ chair, who is either the Board president or the Board member chairing the meeting at the time if the Board president is absent, shall conduct Board meetings in accordance with Board bylaws and procedures ~~that~~ to enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, ~~can~~ affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item. The Board chair shall determine where on the agenda the former consent item is placed.

Quorum and Abstentions

Except as required by law, ~~T~~he Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

Except when prohibited by law, the Board expects its members to vote on all issues before them. ~~The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them.~~ When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

If a Board consists of seven members and not more than two vacancies occur on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. ~~In addition, if a vacancy exists on the Board~~ Additionally, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be ~~requested~~ required to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting-, except if a member of the public desires to observe the meeting or make public comment through the use of a third party provider.

To facilitate public comments, the Board may request that members of the public who wish to give public comment provide their names or other identifying information to determine speaking order.

In order to conduct district business in an orderly and efficient manner, public comment shall occur in accordance with Board by law 9322 - Agenda Meeting/Materials and in compliance ~~the Board requires that public presentations to the Board comply~~ with the following procedures:

- ~~1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)~~ The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law (Education Code 35145.5; Government Code 54954.2)
- ~~2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are listed and not listed on the agenda. The Board shall take no action or discussion on any item. (Education Code 35145.5, Government Code 54954.2)~~ Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda (Government Code 5495.2)

Additionally, on their own initiative or in response to questions posed by the public , Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

In addition, the Board or a Board member may provide a reference to staff of other resources for factual information directing staff to place a matter of business on a future agenda, (Governing Code 54954.2)

- ~~3. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)~~ A member of the public wishing to be heard by the board shall first be recognized by the Board chair

An individual speaker shall be allowed a maximum of 3 minutes to address the Board. However, the Board chair, or a majority of the Board, may adjust the amount of time allowed for public input

and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. Additionally, the Board chair may ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allocated time to address the Board, unless simultaneously translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

~~4. Persons wishing to address the Board on any agenda item may do so by completing a "Speaker Request Form" and submitting the form to the Asst. Supt. of Human Resources. Persons may also speak to any item not appearing on the agenda under "Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board" under Public Comment of the Agenda. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered. An individual speaker may give some or all of the speaker's time to another speaker, provided that no individual speaker is permitted to speak more than the maximum time permitted per individual speaker pursuant to Board Bylaw 9322 - Agenda/Meeting Materials~~

~~5. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented. For any public comment period with a time limit when a remote Board member is attending and participating based on just cause pursuant to Board Bylaw 9320.1 - Remote Meetings and Attendance, the Board may not close that public comment period or the opportunity to register to provide public comment via the two-way audiovisual platform or two-way audio service until the full time for public comment has elapsed (Government Code 54953.8)~~

For other public comment period when a remote Board member is attending and participating based on just cause pursuant to Board Bylaw 9320.1 - Remote Meeting and Attendance, the Board shall allow a reasonable amount of time to permit members of the public to provide public comment and to register to do so via two-way audiovisual platform or two-way audio service. (Government Code 54953.8)

~~6. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board. The Board chair shall determine whether an individual's public comment is within the scope of the public comment period, subject to the following conditions:~~

~~a. If the public comment is within the scope of a different public comment period, the Board chair shall so indicate~~

~~b. Public criticism of the Board, individual Board members, the district, its policies, procedures,~~

programs, services, acts, or omissions shall not be prohibited (Government Code 54954.3)

c. Public criticism of district employees shall not be prohibited

However, whenever a member of the public initiates specific complaints or charges against an individual employee, the board chair shall inform the complaint of the appropriate complaint procedure.

Disruptions

The Board chair shall not permit an individual to actually disrupt a Board meeting. Actual disruption by an individual or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the Board chair to terminate the privilege of addressing the Board for that meeting and remove the individual from the meeting. (Government Code 54957.95)

Prior to removal, the individual shall be warned that the individual's behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board chair, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared when a group or groups of persons willfully interrupts so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to such a group disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such group disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, remove the disruptive individual(s), or clear the room. Additionally, the Board may adjourn the meeting to another time and location specified in an order of adjournment. The Board chair may direct the Superintendent or designee to contact local law enforcement as necessary. (Government Code 54955, 54957.9, 54957.95, 54957.96)

Recording by the Public

~~The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.~~

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP 7310 Naming of Facility (DeGenna)

Board Policy 7310 "Naming of Facility" is being revised to align with California School Boards Association's recommendations and to review the process for naming of schools.

The updated language is in underlined red text and removed language should be shown with a strikethrough. The revised policy will be presented for a Second Reading and Adoption at a future Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees receive the revisions to BP 7310 Naming of Facility, as presented for First Reading. The revised policy will be brought back for Second Reading and Adoption at a future Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 7310 \(1 page\)](#)

Policy 7310: Naming Of Facility

Status: ADOPTED

Original Adopted Date: 11/16/2011 | **Last Reviewed Date:** 11/16/2011

The Board of Trustees shall name schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities who have made outstanding contributions, including financial contributions to the ~~county~~ or school community
2. Individuals, living or deceased, who have made contributions of statewide, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee ~~may~~ shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: March 25, 2026

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revision to AR 3512 Equipment (Pifko/Núñez)

The administration is recommending a revision to AR 3512 Equipment, to reflect changes in accordance with the California Department of Education (CDE) Guidance released in November 2025, which increased the threshold changes for equipment from \$5,000 to \$10,000.

The updated language is in underlined red text, and the removed language is shown with a strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board adopt the revision to AR 3512 Equipment, as presented.

ADDITIONAL MATERIALS:

Attached: [AR 3512 \(4 pages\)](#)

Regulation 3512: Equipment

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 10/01/2025 | **Last Reviewed Date:** 10/01/2025

Employees and/or students shall use district equipment only for school-related tasks. The Superintendent or designee shall ensure that all employees understand that personal use of district equipment is prohibited and that a violation may be cause for disciplinary action.

The district shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Superintendent or designee shall ensure that it will be shared within and among the schools.

When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters.

The principal shall approve the removal of district-owned equipment from the school site. When any equipment is taken off-site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Transfer of Equipment to a New Site

Employees transferred to another school shall take with them only those personal items that have been purchased with their own funds. Items paid for by the district, school-connected organizations or grants shall remain at the initial location unless the principals of both schools make special arrangements that serve the best interests of the districtwide instructional program.

Equipment and materials unique to a special program being moved to another site may be moved to the new location upon the approval of both principals.

Equipment Acquired by Federal Funds

The following rules of allowability must apply to equipment and other capital expenditures: (2 CFR 200.439)

1. Capital expenditures for general purpose equipment, buildings, and land are allowable as direct costs, but only with the prior written approval of the Federal agency or pass-through entity.
2. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of ~~\$5,000~~ **\$10,000** or more have the prior written approval of the Federal agency or pass-through entity (CSAM Procedure 770).
3. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are allowable as a direct cost, but only with the prior written approval of the Federal agency or pass-through entity.
4. When approved as a direct cost in accordance with paragraphs (b)(1) through (3), capital expenditures must be charged in the period in which the expenditure is incurred or as otherwise determined appropriate and negotiated with the Federal agency.
5. The recipient or subrecipient may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency for indirect cost.

6. Cost of equipment disposal. If the Federal agency instructs the recipient or subrecipient to otherwise dispose of or transfer the equipment, the costs of disposal or transfer are allowable.
7. Equipment and other capital expenditures are unallowable as indirect costs. See 2 CFR 200.436.

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a federal agency. (34 CFR 80.32)

All equipment purchased with Consolidated Application funds shall be labeled with the name of the project, the identification number, and the name of the district. (5 CCR 3946)

Each principal or designee shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed:

1. Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property. (2 CFR 200.313(d))
2. A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years. (2 CFR 200.313(d))
3. A control system shall be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (34 CFR 80.32, 2 CFR 200.313(d))
4. Regular and adequate maintenance procedures shall be developed to keep the property in good condition. (34 CFR 80.32, 2 CFR 200.313(d))
5. If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return. (2 CFR 200.313(d))

If equipment is used for a purpose other than that for which it was originally purchased, the inventory shall include a dated statement justifying its current use.

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
5 CCR 16023	Class 1 - Permanent records
5 CCR 3946	Control, safeguards, disposal of equipment purchased with consolidated application funds
5 CCR 4424	Comparability of services

Ed. Code 17540-17542	Sale or lease of personal property by one district to another
Ed. Code 17545-17555	Sale of personal property
Ed. Code 17605	Delegation of authority to purchase supplies and equipment
Ed. Code 35160	Authority of governing boards
Ed. Code 35168	Inventory of equipment
Ed. Code 64000-64001	Consolidated application process

Federal

2 CFR 200.0-200.521

20 USC 6321

Description

[Federal uniform grant guidance](#)

[Fiscal requirements/comparability of services](#)

Management Resources

California Department of Education
Publication

Website

Website

Website

Description

[California School Accounting Manual](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[Office of Management and Budget](#)

Cross References

Code

0440

0440

3000

3230

3230

3270

3270

3300

3311

3311

3440

3515.4

3515.4

3530

3530

3540

3540

Description

[District Technology Plan](#)

[District Technology Plan](#)

[Concepts And Roles](#)

[Federal Grant Funds](#)

[Federal Grant Funds](#)

[Sale And Disposal Of Books, Equipment And Supplies](#)

[Sale And Disposal Of Books, Equipment And Supplies](#)

[Expenditures And Purchases](#)

[Bids](#)

[Bids](#)

[Inventories](#)

[Recovery For Property Loss Or Damage](#)

[Recovery For Property Loss Or Damage](#)

[Risk Management/Insurance](#)

[Risk Management/Insurance](#)

[Transportation](#)

[Transportation](#)

3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4156.3	Employee Property Reimbursement
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4256.3	Employee Property Reimbursement
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4356.3	Employee Property Reimbursement
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
6000	Concepts And Roles
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6163.4-E PDF(1)	Student Use Of Technology
6171	Title I Programs
6171	Title I Programs
9270	Conflict Of Interest
9270-E PDF(1)	Conflict Of Interest

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section G: Conclusion

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>
Anti-Bullying Training for Students	04/15/26
Discussion of Talent Search Program	04/15/26
Academy Alignment by Site	04/2026 Special
Recognition of Teacher Activities with Non-Profits	05/2026
Highlight Ventura County Farm to School Program	8/5/26
General Discussion of Reading Programs	TBD
AI Information	TBD
Discussion re: Future Resolutions	TBD
Ethnic Studies & Master Plan - Combo ELD/STEAM	TBD
Structure to Assess Fiscal Impact on Regular Basis	TBD

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 25, 2026

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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, March 20, 2026.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A