

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, June 3, 2026

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

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the form whether they wish to speak during Public Comment or when a specific agenda item is considered. Persons wishing to provide remote public comment may do so by completing a speaker request form at the following link: www.oxnardsd.org/osdtv

Watch the meeting live: www.oxnardsd.org/osdtv

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

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

Dr. Ana DeGenna, Superintendent, will lead the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.4. Student Recognitions (Fox/Anguiano)

The Board of Trustees will recognize the following students:

Oxnard School District Spelling Bee Competition, Driffill School, March 2, 2026

1st Place: Manny Borrega, 6th Grade, Frank School

Oxnard School District Spanish Spelling Bee Competition, Driffill School, April 22, 2026

1st Place: George David Cerriteno Infante, 5th Grade, Elm Street School

Oxnard School District Battle of the Books Competition (Grades 3rd-5th), Oxnard Performing Arts Center, January 21, 2026

1st Place: Brooklyn Alcala, 4th Grade, Rose Avenue School

1st Place: Rubisol Hernandez, 4th Grade, Rose Avenue School

1st Place: Maya Morales, 4th Grade, Rose Avenue School

1st Place: Elizabeth Avendano, 5th Grade, Rose Avenue School

1st Place: Mishak Havugimana, 5th Grade, Rose Avenue School

1st Place: Yatziri Lopez Ramirez, 5th Grade, Rose Avenue School

1st Place: Melissa Luna, 5th Grade, Rose Avenue School

Oxnard School District Batalla de los Libros Competition (Grades 3rd-5th), Oxnard Performing Arts Center, February 11, 2026

1st Place: Emily Marañon, 4th Grade, McKinna School

1st Place: Arantza Avalos Aguilar, 5th Grade, McKinna School

1st Place: Belen Diaz, 5th Grade, McKinna School

1st Place: Samantha Marañon, 5th Grade, McKinna School

1st Place: Jesus Ortiz, 5th Grade, McKinna School

1st Place: Alanis Solorio, 5th Grade, McKinna School

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

1st Place: Luis Santiago Valencia, 5th Grade, McKinna School

A.5. Recognition of Retirees (DeGenna)

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

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
Barbara Aanerud	Teacher	25
Tara Austin-Scott	Teacher	26
Delia Ayala	Teacher	23
Darlene Barksdale	Campus Assistant	19
Antonio Bracamonte	Lead Custodian	38
Serena Chun	Teacher	30
Angela Escalante	Paraeducator	47
Kim Evans	Teacher	12
Julia Evins	Teacher	25
Michaela Gerber	Teacher on Special Assignment	12
John J. Gil	Lead Custodian	29
Ophelia D. Gonzales	Campus Assistant	21
Heidi Gose	Teacher	27
Sophie Jacks	Teacher	4
Cheryl Johnson	Teacher	10
Dawn Laraia	Teacher	27
Sandy Lopez	Special Education Paraeducator	39
Paula Mc Cowan	Teacher	30
Stuart Mc Millan	Teacher	28
Jesus Meza	Custodian	28
Renee Mullins	Teacher	30
Hilda Olague	Special Education Paraeducator	32
Teresa Olson	Special Education Paraeducator	31
Jill M. Ortiz	Child Nutrition Coordinator	9
Dorianne Riggs	Teacher	30
Amelia Rubio	Child Nutrition Coordinator	17
Dennis Smathers	Teacher	19
Araceli Soto	Special Education Paraeducator	17
Sylvia Spencer	Teacher	28
Benjamin Tirado	Custodial Services Manager	33

A.6. Recess (10 Minutes)

There will be a brief recess.

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

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

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:
 - o D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
 - o Y.V. v. Oxnard SD, Case #GHC0058142
 - Anticipated Litigation:
 - o 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 Svces.
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
 - Public Employee Appointment
 - o Principal, Elementary
 - Public Employee Evaluation
 - o Superintendent

A.9. Reconvene to Open Session (7:00 PM)

A.10. 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.11. Report on OSD Literacy & Biliteracy Program (Fox/Thomas/Anguiano)

The Assistant Superintendent, Educational Services, the Director of School Performance & Student Outcomes, and the Director of Teaching & Learning will present a report on the OSD Literacy and Biliteracy program.

A.12. Adoption of Resolution #25-29 Recognizing June as Pride Month (DeGenna)

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

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #25-29 recognizing June as Pride Month, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.13. Update on Immigration Impact (DeGenna)

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

Section B: PUBLIC COMMENT/HEARINGS

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

Members of the public may address the Board on any matter within the Board’s jurisdiction at this time or at the time that a specific agenda item is being considered.

Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments. 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.

B.2. Public Hearing - Oxnard School District 2026-2027 Local Control Accountability Plan (Fox)

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees hold a public hearing to open the public comment period for the Oxnard School District 2026-2027 Local Control Accountability Plan (LCAP) prior to its adoption at the June 17, 2026, Board meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

B.3. Public Hearing: Oxnard School District 2026-27 Proposed Budget (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees hold a public hearing to open the public comment period for the Oxnard School District 2026-27 Proposed Budget prior to its adoption at the June 17, 2026, Board meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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. Establishment of Positions (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 establishment of positions, as presented.

C.2. 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.3. Approval of Out-of-State Travel - Student Participant in the 2026 National Spanish Spelling Bee in Albuquerque, New Mexico (Fox/Anguiano)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees approve out-of-state travel for Elm School student George Cerriteño to Albuquerque, New Mexico, to participate in

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the 2026 National Spanish Spelling Bee, in the amount not to exceed \$6,068.66 for travel, lodging, meals and registration, to be paid out of LCFF Funds.

C.4. Approval of Destruction of Records (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Purchasing, that the Board of Trustees approve the destruction of records, as outlined.

C.5. Approval of Disposal of Surplus Property (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director, Purchasing, that the Board of Trustees declare the attached surplus property obsolete and approve its disposal.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Agreement #26-31 – Briotix Health (Carroll/Magaña)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-31 with Briotix Health, to provide disability management consultation services for both industrial and non-industrial injuries to ensure full compliance with the American Disabilities Act and the Fair Employment Housing Act, July 1, 2026 through June 30, 2027, in the amount not to exceed \$13,000.00, to be paid out of the Unrestricted General Fund.

C.7. Approval of Agreement #26-32 – CJ Seto Support Services, LLC. (Carroll/Magaña)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-32 with CJ Seto Support Services, LLC, to conduct chemical inventory updates at Frank, Fremont, Lopez, Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala Schools, July 1, 2026 through June 30, 2027, in the amount not to exceed \$8,350.00, to be paid out of the Safety Credits Fund.

C.8. Approval of Agreement/MOU #26-34, Ventura Unified School District – Ventura County Indian Education Consortium (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/MOU #26-34 with the Ventura Unified School District, for Ventura Unified School District to provide a comprehensive program designed to support the academic, language, cultural, and social-emotional needs of eligible Native American and Alaska Native students within the Oxnard School District, July 1, 2026 through June 30, 2027, in the amount of \$7,046.12 (matching funds), to be paid out of Title I Funds.

C.9. Approval of Agreement #26-35, California Association for Bilingual Education (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #26-35 with California Association for Bilingual Education, to provide both virtual and in-person Family and Community Engagement sessions for parents, July 1, 2026 through June 30, 2027, in the amount of \$20,960.00, to be paid out of Title I Funds.

C.10. Approval of Agreement #26-36 – CSM Consulting, Inc. (DeGenna/Hubbard)

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It is the recommendation of the Chief Information Officer and the Superintendent that the Board of Trustees approve Agreement #26-36 with CSM Consulting, Inc., to provide E-Rate consulting services, July 1, 2026 through June 30, 2029, in the annual amount of \$27,000.00, to be paid out of the General Fund.

C.11. Approval of Agreement #26-38 – Ely Jr’s Pumping, Inc. (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 ##26-38 with Ely Jr’s Pumping, Inc., to provide grease trap and stormwater separator (CDS unit) pumping and maintenance services for Oxnard School District facilities on an as-needed basis, July 1, 2026 through June 30, 2027, in the amount not to exceed \$20,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.12. Approval of Agreement #26-39 – First Fire Systems, Inc. (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 ##26-39 with First Fire Systems, Inc., to provide service and repair for the Edwards Fire Alarm panel at Elm School, July 1, 2026 through June 30, 2027, in the amount not to exceed \$10,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.13. Approval of Agreement #26-40 – Greene Tree Care (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 #26-40 with Greene Tree Care, to provide professional services for tree trimming, tree removal, stump grinding, brush clearance, and arborist consultation, July 1, 2026 through June 30, 2027, in the amount not to exceed \$30,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.14. Approval of Agreement #26-41 – Durbiano Fire Protection (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 ##26-41 with Durbiano Fire Protection, to provide inspection, testing, maintenance verification, certification, and reporting services for fire sprinkler and kitchen hood fire suppression systems throughout the Oxnard School District, July 1, 2026 through June 30, 2027, in the amount not to exceed \$48,228.00, to be paid out of Routine Restricted Maintenance Funds.

C.15. Approval of Agreement #26-42 – Document Shredding Specialists (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Agreement #26-42 with Document Shredding Specialists, to provide equipment and services for the secure collection and destruction of confidential materials at all district sites, July 1, 2026 through June 30, 2027, in the amount not to exceed \$10,000.00, to be charged to end user’s budget.

C.16. Approval of Agreement #26-43 – Aspiranet – Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees approve Agreement #26-43 with Aspiranet – Ventura County Office of Education/SELPA, to provide Special Education services on an “as needed” basis, as

outlined in students' Individualized Education Programs (IEPs), inclusive of individual counseling and therapy, behavioral intervention and support, crisis management, de-escalation training, and family training and support, July 1, 2026 through June 30, 2027, in the amount not to exceed \$110,000.00, to be paid out of Special Education Funds.

C.17. Approval of Agreement #26-44 with CDW-G – Cybersecurity (DeGenna/Hubbard)

It is the recommendation of the Chief Information Officer and the Superintendent that the Board of Trustees approve Agreement #26-44 with CDW-G, to conduct a cybersecurity assessment of the District's technology systems and security practices, June 4, 2026 – June 30, 2027, in the amount of \$121,000.00, to be paid out of the General Fund.

C.18. Approval of Amendment #1 to 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 Amendment #1 to Agreement #26-06 with the Ventura County Office of Education, Migrant Education Program, to increase the previously approved reimbursable amount of \$18,000.00 to up to \$30,000.00, amount to be reimbursed by the Ventura County Office of Education Migrant Education Program to the Oxnard School District.

Section D: ACTION ITEMS

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

D.1. Approval to Remove Chavez Sculpture and Paint Over Mural at Chavez Elementary School (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the removal of the Cesar Chavez sculpture and the painting over of the existing mural at the Cesar Chavez Elementary School campus.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Consideration of Adoption of Resolution No. 25-16 Board Member Compensation Pursuant to Assembly Bill 1390 (Pifko)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees adopt Resolution No. 25-16 Approving Board Member Compensation Pursuant to Assembly Bill 1390, to increase the monthly Board member compensation to \$1,200.00 per month effective July 1, 2026, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

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ROLL CALL VOTE:

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

D.3. Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Scott Carroll, Assistant Superintendent, Human Resources; Third Amendment to Employment Agreement Between Oxnard School District and Dr. Aracely Fox, Assistant Superintendent, Educational Services; and First Amendment to Employment Agreement Between Oxnard School District and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the Second Amendment to the Employment Agreement between Oxnard School District and Dr. Scott Carroll, Assistant Superintendent, Human Resources; the Third Amendment to the Employment Agreement between Oxnard School District and Dr. Aracely Fox, Assistant Superintendent, Educational Services; and the First Amendment to the Employment Agreement between Oxnard School District and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services, for a 1.5 percent increase in salary and to increase the terms by one year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Speech Language Pathologist Permit Waiver for Fatima Hernandez to serve as a Speech Therapist at Harrington School for the 2026/2027 School Year (Carroll/Cordes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Speech Language Pathologist Permit Waiver for Fatima Hernandez to serve as a Speech Therapist at Harrington School for the 2026/2027 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.5. Approval of Agreement #26-12, City of Oxnard Recreation and Community Services 2026-2027 (Fox/Shea)

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve

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

Agreement #26-12 with the City of Oxnard Recreation and Community Services, to provide an in-person Integrated Recreation and Literacy Program across all 20 schools within the Oxnard School District, July 1, 2026 through June 30, 2027, in the amount not to exceed \$2,500,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program Fund.

Board Discussion:

Moved:

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. Second Reading and Adoption - New BB 9320.1 Remote Meetings and Attendance (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees adopt the new BB 9320.1 Remote Meetings and Attendance, 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>
Discussion re: Future Resolutions	6/17/26
Highlight Ventura County Farm to School Program	8/5/26
AI Information	8/5/26
Ethnic Studies & Master Plan - Combo ELD/STEAM	8/19/26
Discussion re: Behaviors	8/19/26
Structure to Assess Fiscal Impact on Regular Basis	TBD
Opportunities for College-Going Programs in County	TBD
Discussion re: Integrated Pest Management Plan	TBD
Discussion re: SRO Policies/Protocols	TBD

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

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, May 29, 2026.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section A: Preliminary

Student Recognitions (Fox/Anguiano)

The Board of Trustees will recognize the following students:

Oxnard School District Spelling Bee Competition, Drifill School, March 2, 2026

1st Place: **Manny Borrega**, 6th Grade, Frank School

Oxnard School District Spanish Spelling Bee Competition, Drifill School, April 22, 2026

1st Place: **George David Cerriteno Infante**, 5th Grade, Elm Street School

Oxnard School District Battle of the Books Competition (Grades 3rd-5th), Oxnard Performing Arts Center, January 21, 2026

1st Place: **Brooklyn Alcalá**, 4th Grade, Rose Avenue School

1st Place: **Rubisol Hernandez**, 4th Grade, Rose Avenue School

1st Place: **Maya Morales**, 4th Grade, Rose Avenue School

1st Place: **Elizabeth Avendano**, 5th Grade, Rose Avenue School

1st Place: **Mishak Havugimana**, 5th Grade, Rose Avenue School

1st Place: **Yatziri Lopez Ramirez**, 5th Grade, Rose Avenue School

1st Place: **Melissa Luna**, 5th Grade, Rose Avenue School

Oxnard School District Batalla de los Libros Competition (Grades 3rd-5th), Oxnard Performing Arts Center, February 11, 2026

1st Place: **Emily Marañón**, 4th Grade, McKinna School

1st Place: **Arantza Avalos Aguilar**, 5th Grade, McKinna School

1st Place: **Belen Diaz**, 5th Grade, McKinna School

1st Place: **Samantha Marañón**, 5th Grade, McKinna School

1st Place: **Jesus Ortiz**, 5th Grade, McKinna School

1st Place: **Alanis Solorio**, 5th Grade, McKinna School

1st Place: **Luis Santiago Valencia**, 5th Grade, McKinna School

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee Competition, Spanish Spelling Bee Competition, Battle of the Books Competition, and

Batalla de los Libros Competition, as outlined.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section A: Preliminary

Recognition of Retirees (DeGenna)

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

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
Barbara Aanerud	Teacher	25
Tara Austin-Scott	Teacher	26
Delia Ayala	Teacher	23
Darlene Barksdale	Campus Assistant	19
Antonio Bracamonte	Lead Custodian	38
Serena Chun	Teacher	30
Angela Escalante	Paraeducator	47
Kim Evans	Teacher	12
Julia Evins	Teacher	25
Michaela Gerber	Teacher on Special Assignment	12
John J. Gil	Lead Custodian	29
Ophelia D. Gonzales	Campus Assistant	21
Heidi Gose	Teacher	27
Sophie Jacks	Teacher	4
Cheryl Johnson	Teacher	10
Dawn Laraia	Teacher	27
Sandy Lopez	Special Education Paraeducator	39
Paula Mc Cowan	Teacher	30
Stuart Mc Millan	Teacher	28
Jesus Meza	Custodian	28
Renee Mullins	Teacher	30
Hilda Olague	Special Education Paraeducator	32
Teresa Olson	Special Education Paraeducator	31
Jill M. Ortiz	Child Nutrition Coordinator	9
Dorianne Riggs	Teacher	30
Amelia Rubio	Child Nutrition Coordinator	17
Dennis Smathers	Teacher	19
Araceli Soto	Special Education Paraeducator	17
Sylvia Spencer	Teacher	28
Benjamin Tirado	Custodial Services Manager	33

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section A: Preliminary

Recess (10 minutes)

There will be a brief recess.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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: June 03, 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 Svces.
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
 - Public Employee Appointment
 - Principal, Elementary
 - Public Employee Evaluation
 - Superintendent

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section A: Study Session

Report on OSD Literacy & Biliteracy Program (Fox/Thomas/Anguiano)

The Educational Services Department will present a report on the OSD Literacy and Biliteracy program. The district pedagogy, assessment framework, MTSS, resources, and professional development will be reviewed.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

ADDITIONAL MATERIALS:

Attached: [Literacy & Biliteracy Program Final \(17 pgs\)](#)



OSD Literacy & Biliteracy Program

Educational Services

Study Session

June 3, 2026

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.

Problem Solver

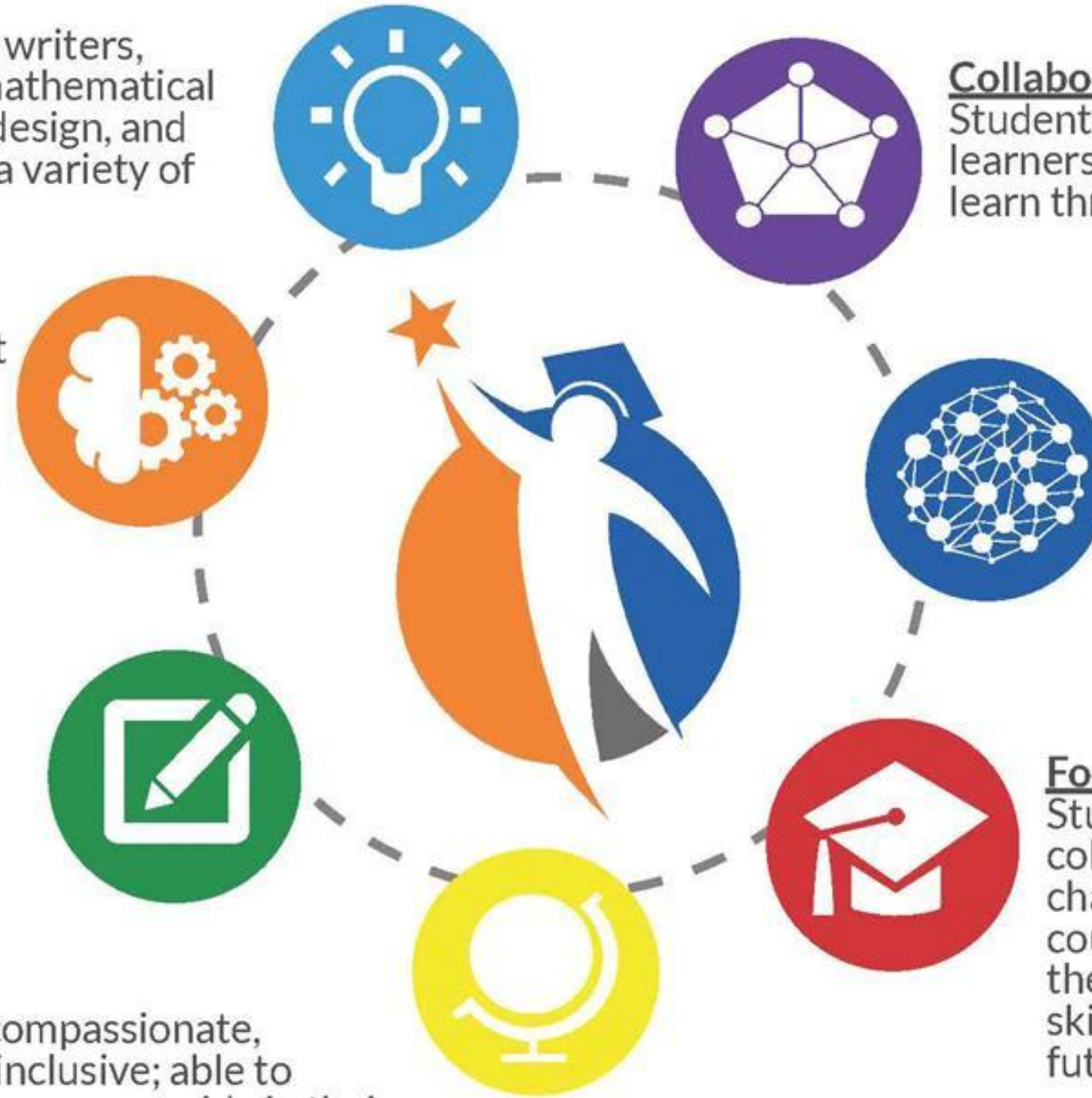
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Achiever

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

Global Thinker

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



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.

OSD Literacy & Biliteracy Pedagogy

OSD's pedagogy is grounded in the integration of structured literacy and culturally and linguistically responsive practices, guided by the comprehensive State Literacy Plan to ensure a cohesive and integrated literacy model.

- ✔ Structured Literacy: Explicit, systematic teaching of phonology, sound-symbol association, syllable instruction, morphology, syntax, and semantics
- ✔ Biliteracy Pathways: Asset-based approach supporting both English and Spanish literacy development
- ✔ Responsive Instruction: Culturally and linguistically responsive strategies to meet the needs of our diverse learners
- ✔ Consistent Framework: A unified instructional model from TK through 8th grade ensuring coherence

Assessment Framework

The Bridge from Teaching to Learning

SUMMATIVE



- Measures student learning at the end of a unit, trimester, or school year.
- Evaluates mastery of grade-level standards and learning goals.
- Examples include report cards, benchmark exams, state tests, and final projects.

FORMATIVE



- Monitors student learning during instruction to guide teaching and support growth.
- Provides ongoing feedback to students and teachers for immediate adjustments.
- Examples include classroom discussions, exit tickets, observations, and quick checks.

DIAGNOSTIC



- Identifies students' strengths, needs, and prior knowledge.
- Helps teachers plan targeted instruction and interventions.
- Examples include screeners, pre-assessments, reading inventories, and placement tests.

Types of Assessments

The Bridge from Teaching to Learning

STAR ASSESSMENT

Benchmarking & Growth



- **Grades K-8:** Administered 3x per year (fall, winter, spring)
- **Measures:** Mastery, performance levels, and SGP (growth)
- **Outcome:** Groups students for instruction and links to targeted skills

CURRICULUM CFAs

Formative Assessment



- **Alignment:** Developed by grade-level teams to match standards
- **PLC Driven:** Data analyzed in Professional Learning Communities
- **Outcome:** Real-time instructional adjustments and planning

AMIRA SCREENER

READING RISK SCREENER

(SB114)



- **Grades K-2:** State-mandates Reading Risk Screener
- **AI-Powered:** Listens to oral reading to identify students who are at-risk
- **Outcome:** Early identification preventing compounded reading struggles



Star Assessment

Star serves as OSD's primary benchmark tool, providing critical data on student reading performance, growth, and standards mastery

- **Administration Schedule:** Administered 3 times per year (fall, winter, spring) for grades K-8. TK students assess in spring only.
- **Assessment Types:** Includes Star Early Literacy, Star Reading, and Curriculum-Based Measures (CBM).
- **Key Measures:** Evaluates Performance Levels, Students Growth Percentile (SGP), and Standards Mastery.
- **Instructional Use:** Data is used to identify classroom trends, group students, and link directly to targeted lessons by skill.
- **Decision Making:** Results drive instructional adjustments across Tier 1, Tier 2A and 2B, and Tier 3 support.

3x Yearly



GROWTH METRICS

SGP & Performance



STANDARDS MASTERY

Skill-based gaps



INSTRUCTIONAL PLANNING

Data-driven grouping



Curriculum Alignment & Common Formative Assessments

Common Formative Assessments (CFAs) act as the critical bridge between reteaching and learning, providing real-time data to inform instruction

- **Standards Alignment:** Developed collaboratively to align strictly with grade-level standards.
- **Collaborative Process:** Administered and analyzed by grade-level teams within Professional Learning Communities (PLCs).
- **Data-Driven Instruction:** Results are used immediately to adjust teaching strategies and group students.
- **Real-Time Adjustments:** Supports a continuous cycle of inquiry – connecting curriculum, teaching, and student mastery.
- **Balanced Approach:** Supports both summative (grading) and formative (learning) data cycles.

PLC Driven



STANDARDS FOCUSED

Aligned to grade level



INSTRUCTIONAL SHIFT

From teaching to learning



ACTIONABLE DATA

Analyze and adapt

Amira Reading Difficulties Risk Screener

Fulfilling the SB 114 mandate, Amira provides an AI-powered universal screening solution to identify reading risks early in Grades K-2

- **State Mandated (SB 114):** Compliant screening for all students in Kindergarten through Grade 2 to identify risk of reading difficulties.
- **AI-Powered Assessment:** Amira “listens” to students read aloud, using voice recognition to gather real-time data on accuracy and fluency.
- **Administration:** Administered once per year to ensure universal coverage and no child slips through the cracks.
- **Early Identification:** Proactively flags students at risk before reading struggles compound, enabling timely intervention.
- **Instructional Connection:** Screener results directly inform intervention strategies and instructional next steps.

Grades K-2



AI TECHNOLOGY

Listens and analyzes reading



SB 114 COMPLIANT

State Mandated Screening



UNIVERSAL SCREENER

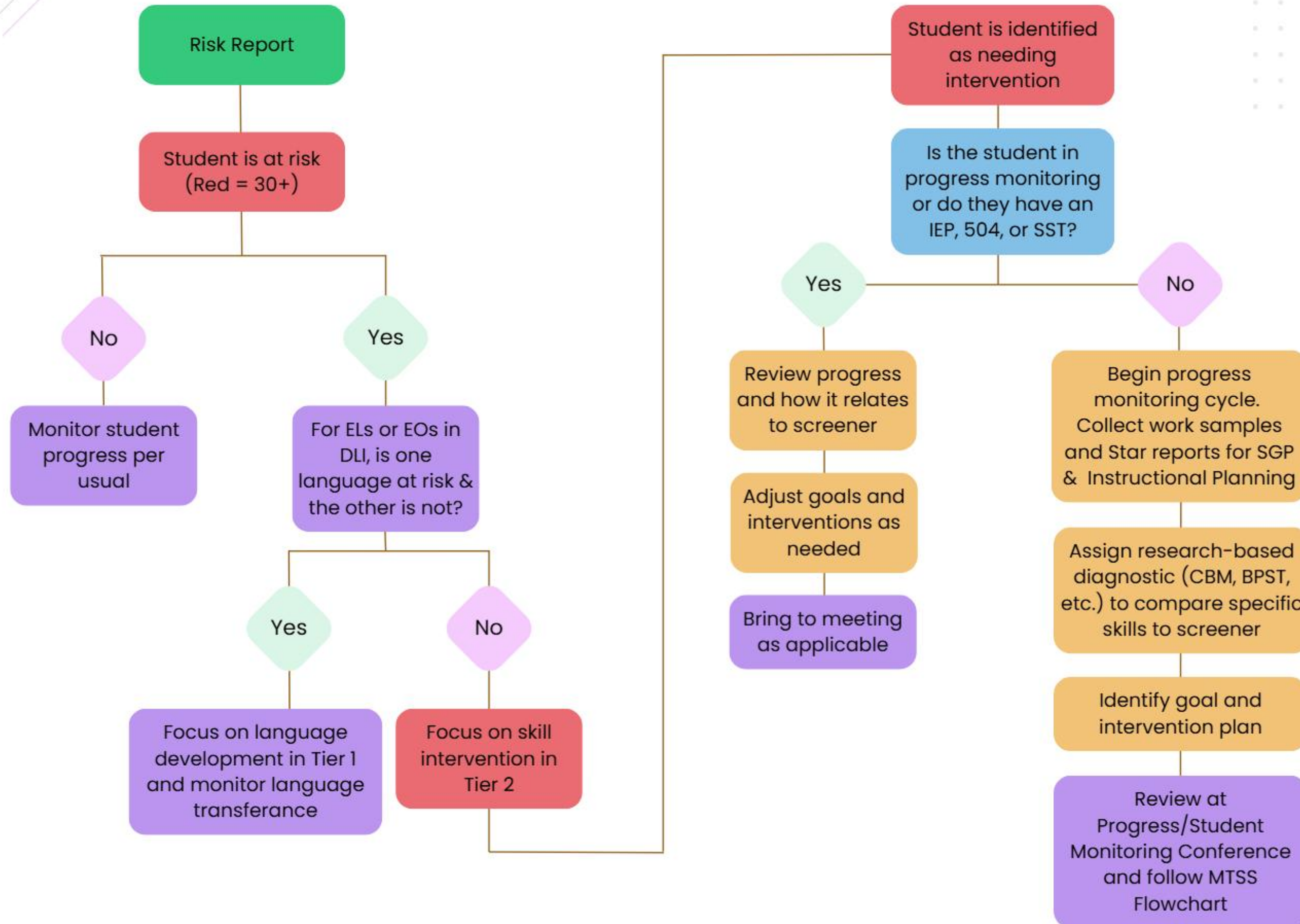
100% student coverage

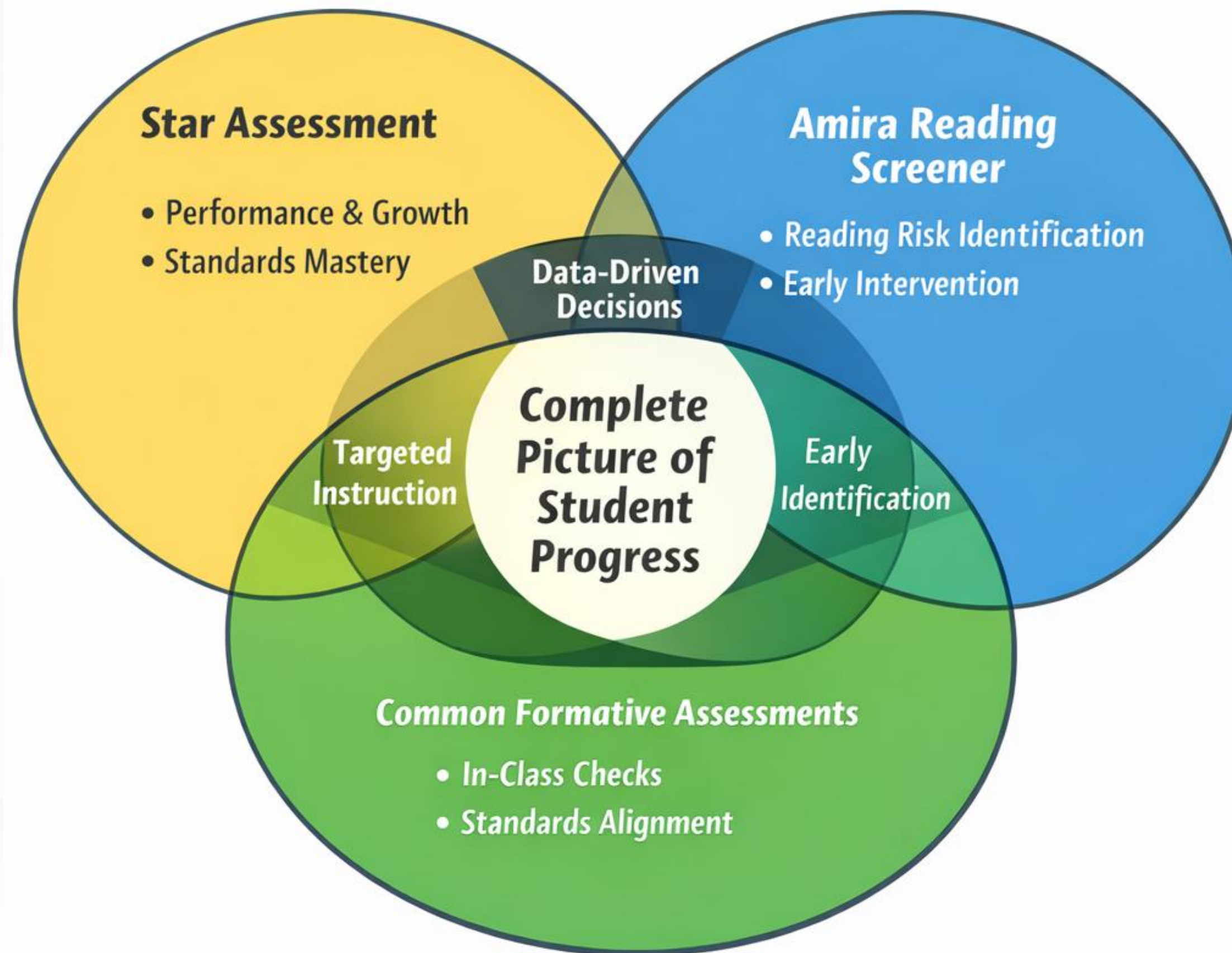
Amira Areas Assessed

Decoding	Decoding is matching letters to sounds.
Phonological Awareness	Phonological awareness is knowing how words are made up of sounds.
High Frequency Words	High frequency words are words that are very common. Readers will learn to recognize these and read them without sounding them out.
Background Knowledge	Background knowledge is knowing about a topic generally in order to better understand a story about that topic.
Vocabulary	Vocabulary refers to knowledge of the meanings of individual words being read. It is important to a student's ability to read and comprehend what is read.

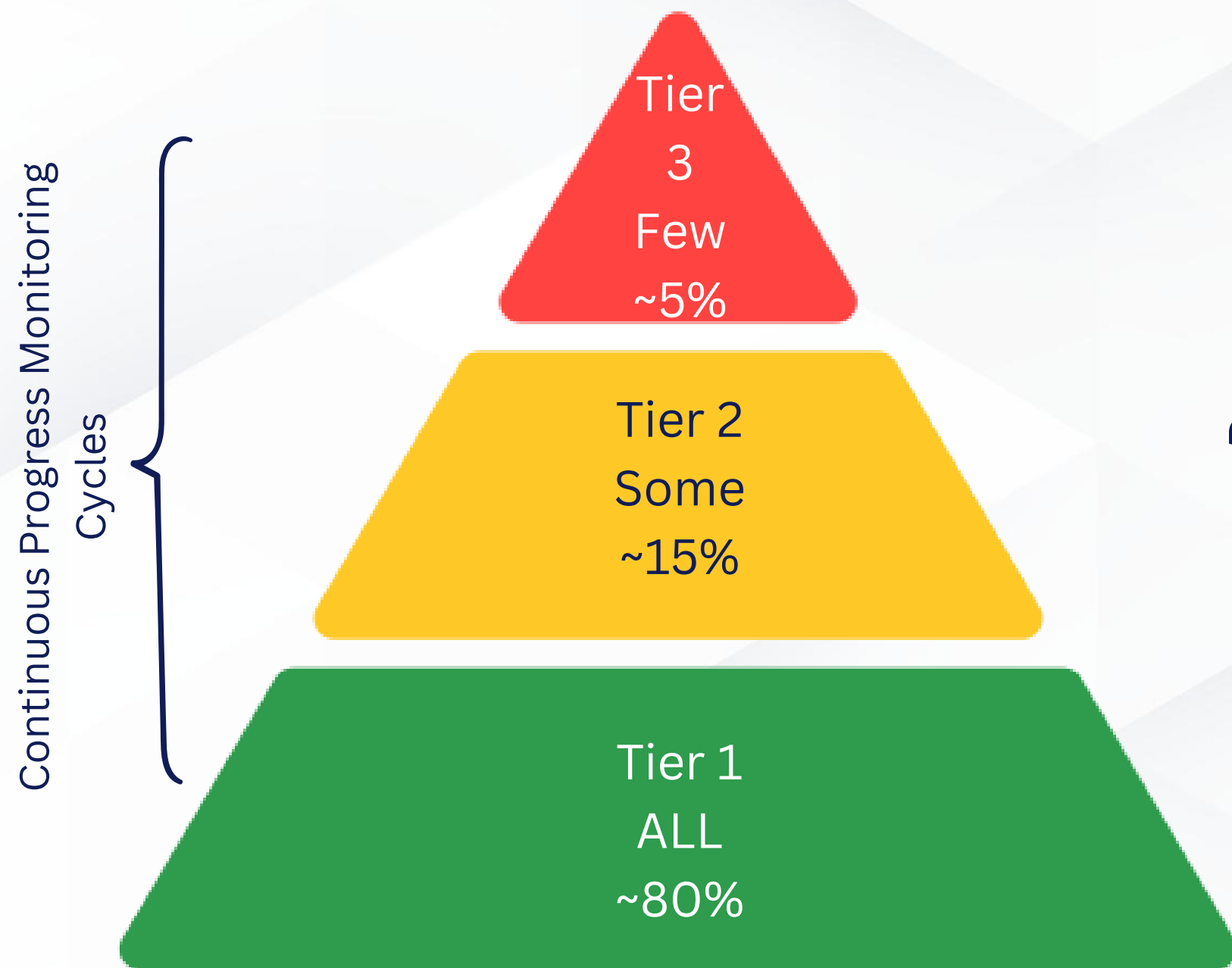
TASKS	K	1	2
Phonological Awareness (Segmentation, Blending, Deletion, Substitution)	✓	✓	✓ (manipulation only)
Phonological Working Memory	✓	✓	○
Letter Name Identification (LNF)	✓	✓	○
Letter Sound Identification (LSF)	✓	✓	○
Listening Comprehension / Retell	✓	✓	✓
Pseudoword Identification (NWF)	○	✓	✓
Word Identification (WIF)	✓	✓	✓
Spelling/Encoding	○	○	✓
Oral Reading Fluency (ORF)	✓	✓	✓
Reading Comprehension	○	○	✓
Vocabulary	✓	✓	✓
Rapid Automatized Naming (RAN)	✓	✓	✓
Visual Attention	✓	✓	✓

Amira Reading Risk Screener Decision Tree





Multi-Tiered System of Support



INTENSIVE INTERVENTION

Highly specialized, individualized instruction (1:1 or very small group) targeting specific deficits. frequent progress monitoring.



TARGETED INTERVENTION

Small-group instruction for students needing additional time and support to address targeted skill gaps aligned to grade-level skills.



UNIVERSAL CORE INSTRUCTION

High-quality, standards-based instruction delivered to all students. Universally designed and differentiated to meet diverse needs within the general education classroom.

Alignment of Instructional Resources



Our Goal

Ensure that all teachers have the necessary resources and training to deliver high quality instruction

Core Curriculum

Language Arts	Wonders/Maravillas StudySync
ELD	Wonders English 3D
Mathematics	Classroom Mathematics California
Science	Twig Inspire Science
History/Social Science	Social Studies Alive! National Geographic
Physical Education	Spark Push Play PE
Social/Emotional Learning	Second Step Panorama
Special Education	Reading Horizons Unique

Supplements/Interventions

Language Arts	MyOn Amira Lectura Lexia Core 5 & Power Up Leveled Literacy Intervention Sonday System Read Naturally Read 180 Writable
ELD	Read 180 - Language Launch AVID Excel AVID Immerge
Mathematics	IXL Number Corner Math 180
Special Education	EdMark Touch Math

Response to Feedback



Identification of Needs

Resources based on input gathered from multiple groups

Various Groups



LCAP Committee



Listening to Your Voices Sessions



Curriculum Council



Focus Groups

Supports Requested



Instructional Resources



Assessment Training



Materials for students to support learning



Collaboration and planning time

Continuous Improvement in Practice



Turning Feedback into Action

Comprehensive Professional Learning informed by data and feedback

Training & Coaching



Ongoing Coaching

Continuous mentorship and teacher training focused on structured literacy practices



PD Sessions

Regular grade-level and site-based professional development sessions to align with best practices



Instructional Rounds

Classroom observations to monitor implementation and identify supports needed

Collaboration & Leadership



Collaboration Time

Dedicated time for data analysis and planning



Power Planning

Instructional planning within teams



Leadership Development

Specialized training for literacy coaches

Literacy Professional Development 26-27



Professional Development Plan

Building teacher capacity to deliver high-quality, evidence-based literacy instruction

Tier 1



Grade K-2 SEI Teachers
Early literacy development



Grade K-2 Dual Language Teachers
Literacy development with an emphasis on bridging between Spanish and English

Tier 2



Grade 3-5 Teachers
Early literacy development



Middle School Intervention Teachers
Targeted, systematic intervention programs



ELOP Teachers
Targeted, systematic intervention programs



Literacy Intervention Teachers (LIT) and Intervention Support Providers (ISP)
Early literacy development and systematic reading intervention



Thank you!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section A: Preliminary

Adoption of Resolution #25-29 Recognizing June as Pride Month (DeGenna)

The Board of Trustees will adopt Resolution #25-29, recognizing June as Pride Month.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #25-29 recognizing June as Pride Month, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #25-29 \(1 page\)](#)



RESOLUTION NO. 25-29
OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES
RECOGNIZING JUNE AS PRIDE MONTH

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

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

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

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

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

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

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

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

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

Adopted this 3rd day of June, 2026.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section B: Hearing

Public Hearing - Oxnard School District 2026-2027 Local Control Accountability Plan (Fox)

In accordance with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2026-2027 Local Control Accountability Plan (LCAP) prior to its adoption at the June 17, 2026, Board Meeting.

Information on the Local Control Accountability Plan and the proposed 2026-2027 LCAP is available for review on the Oxnard School District website, through the QR code, and at the link included in the Public Hearing Notice. Hard copies of the LCAP are also available at the Oxnard School District Office, 1051 South A Street, Oxnard, CA.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees hold a public hearing to open the public comment period for the Oxnard School District 2026-2027 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing-English \(1 pg\)](#)

[Notice of Public Hearing-Spanish \(1 pg\)](#)

[Oxnard School District LCAP Presentation Final Master \(42 pgs\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC HEARING NOTICE

Oxnard School District
2026-2027 Local Control Accountability Plan (LCAP)

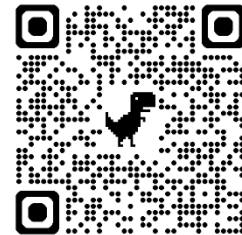
May 20, 2026

PLEASE TAKE NOTICE that Pursuant to Education Code Section 52062, the Board of Trustees of the Oxnard School District will hold a Public Hearing to receive recommendations and comments from members of the public regarding the proposed 2026-2027 Local Control and Accountability Plan (LCAP) prior to its adoption.

The Public Hearing will be held on **Wednesday, June 3, 2026, at 7:00 p.m.**, or as soon thereafter as this matter may be heard, in the **Board Room** of the Educational Service Center Building of the **Oxnard School District**, located at 1051 South A Street, Oxnard. Members of the public are invited to attend and provide suggestions on the proposed LCAP.

Information on the Local Control Accountability Plan and the Proposed 2026-2027 LCAP is available for review at the [Oxnard School District website](http://www.oxnardsd.org), through the QR code, and at the link below. Hard copies of the LCAP are also available at the Oxnard School District Office.

[2026-2027 Proposed LCAP](#)
[Submit Suggestions-Proposed LCAP](#)



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

Posting Date: May 21, 2026

Posting Location(s): District Office, Schools, and Oxnard School District website, ParentSquare, Social Media Platforms, link to Oxnard School District Website: [LCAP](#)

To be published in the Ventura County Star Newspaper on May 24 and May 26, 2026



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805-385-1501 ♦ www.oxnardsd.org

AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar de Oxnard
Plan de Responsabilidad y Control Local 2026-2027 (LCAP)

20 de mayo de 2026

SE NOTIFICA AL PÚBLICO que, conforme con la Sección 52062 del Código de Educación, el Consejo Directivo del Distrito Escolar de Oxnard llevará a cabo una Audiencia Pública con el propósito de recibir recomendaciones y comentarios del público en general con respecto al Plan de Responsabilidad y Control Local (LCAP, por sus siglas en inglés) propuesto para el ciclo escolar 2026-2027, previo a su adopción.

La Audiencia Pública se celebrará el **miércoles 3 de junio de 2026**, a las **7:00 p.m.**, o posteriormente a esa hora, tan pronto como este asunto pueda ser atendido, en la **Sala de Reuniones** del Consejo del Centro de Servicios Educativos **del Distrito Escolar de Oxnard**, ubicada en 1051 de South A Street, Oxnard, CA. Se invita al público a asistir y presentar sugerencias respecto al plan propuesto.

La información sobre el Plan de Responsabilidad del Control Local, así como el plan propuesto del LCAP para el ciclo escolar 2026-2027, están disponibles en el [sitio web del Distrito Escolar de Oxnard](#), mediante el código QR y en el enlace indicado a continuación. Copias impresas del LCAP están disponibles en la oficina del Distrito Escolar de Oxnard.

[2026-2027 Propuesta de LCAP](#)
[Envíe Sugerencias-Propuesta de LCAP](#)



Dr. Aracely Fox
Superintendente Asistente,
Departamento de Servicios Educativos
(805) 385-1501, ext. 2301

Fecha de Publicación: 21 de mayo de 2026

Ubicación(es) de Publicación: Oficina del Distrito, Escuelas, y Sitio web del Distrito Escolar de Oxnard,

ParentSquare, Plataformas de redes sociales de OSD, enlace de Oxnard School District Website: [LCAP](#)

Será publicado en el periódico de Ventura County Star el 24 y 26 de mayo de 2026.



Local Control and Accountability Plan (LCAP)

Presented to the Board of Education • June 03, 2026

Presentation Overview

- ✓ What is LCAP?
- ✓ Annual Update Legal Requirements
- ✓ Educational Partner Engagement
- ✓ District Data Overview
- ✓ Local Indicators (Priorities 1, 2, 3, 6, 7)

- ✓ Annual Update (2025-2026)
- ✓ LCAP Goals (2026-2027)
- ✓ Budget Overview for Parents
- ✓ Recommendations & Next Steps

SECTION 1

LCAP FOUNDATIONS & LEGAL FRAMEWORK

What is LCAP, Annual Update Components, and Legal Timeline Requirements

What is the LCAP?



A district's opportunity to share stories of **how, what, and why** programs are selected to meet local needs.

- ✓ Three-year plan for student outcomes
- ✓ Addresses 8 State Priority areas
- ✓ Demonstrates budget alignment

LCAP Annual Components



Annual Update

Comprehensive review of the 2025-2026 LCAP implementation and outcomes.



Local Indicators

Presentation of self-reflection data across the state's priority areas.



LCAP Adoption

Strategic goals and actions for the next cycle (2026-2027).



Budget Overview

Detailed expenditure report for parents and educational partners.

EDUCATION CODE REQUIREMENTS

Legal Mandates

- ✓ EC 52060-52077: Requires annual update and comprehensive educational partner engagement.
- ✓ EC 52064: Mandates compliance with state templates and specific approval timelines.

Core Mandate

Districts must adhere to established timelines.

LCAP TIMELINE REQUIREMENTS



Public Hearing

72 Hours Notice

Prior to formal adoption.



Board Adoption

Required by June 30

Local governing board validation.



VCOE Approval

Required by October 8

County Office of Education sign-off.

LOCAL CONTROL FUNDING FORMULA

Base Grant

Core funding for every student based on enrollment numbers and standard needs.

Supplemental & Concentration

Additional funds generated by unduplicated student groups (EL, SED, Foster Youth).

ACCOUNTABILITY PRINCIPLE

Merging Local Flexibility with Local Accountability to ensure funds reach students with the greatest needs.

UNDUPLICATED STUDENT GROUPS

English Learners

Students whose primary language is not English and are developing proficiency.

Low Income

Students who qualify for free or reduced-price meals based on household income.

Foster Youth

Students under the care of the child welfare system.

Note: Students are counted only once for funding purposes, even if they fall into multiple groups.

LCAP ACTION TYPES



Contributing Actions

Funded with Supplemental and Concentration grant dollars. These actions must specifically increase or improve services for unduplicated students.



Non - Contributing

Funded with Base, Titles, Grants or other unrestricted funds. These support general district operations and core instructional programs for all students.

KEY LCAP COMPONENTS

Goals

Aligned with state priorities and local strategic vision.

Metrics

Measurable outcomes with baseline data and specific targets.

Actions

Specific services designed to achieve stated goals.

Budget

Expenditures tied to each action and service.

REPORTING REQUIREMENTS

Evidence-Based Assessment

Review of progress toward targeted programmatic goals.

Effectiveness Analysis

Evaluation of implemented actions and student support services.

Substantive Changes

Description of plan revisions for the upcoming educational year.

Budget Reporting

Detailed expenditure analysis evaluating actual spending versus planned spending.

SECTION 2

PARTNER ENGAGEMENT & COMMUNITY VISIONS

Meaningful Collaboration, Engagement Forums, and Qualitative Data Themes

EDUCATIONAL PARTNERS

Meaningful engagement is at the heart of the LCAP. We collaborate with diverse voices to ensure our strategic plan reflects the needs and aspirations of our entire community.

Students

District Staff

Families

Community



ENGAGEMENT FORUMS

LCAP Specific

- LCAP Committee Meetings
- Family & Community Webinars
- Staff Webinars & Input Sessions
- District-wide Community Partner Surveys

Ongoing Forums

- Curriculum Council & TAC
- Parent Advisory Committee (PAC)
- DELAC & Superintendent Fellows
- FACE Advisory Group

Themes from Qualitative Data

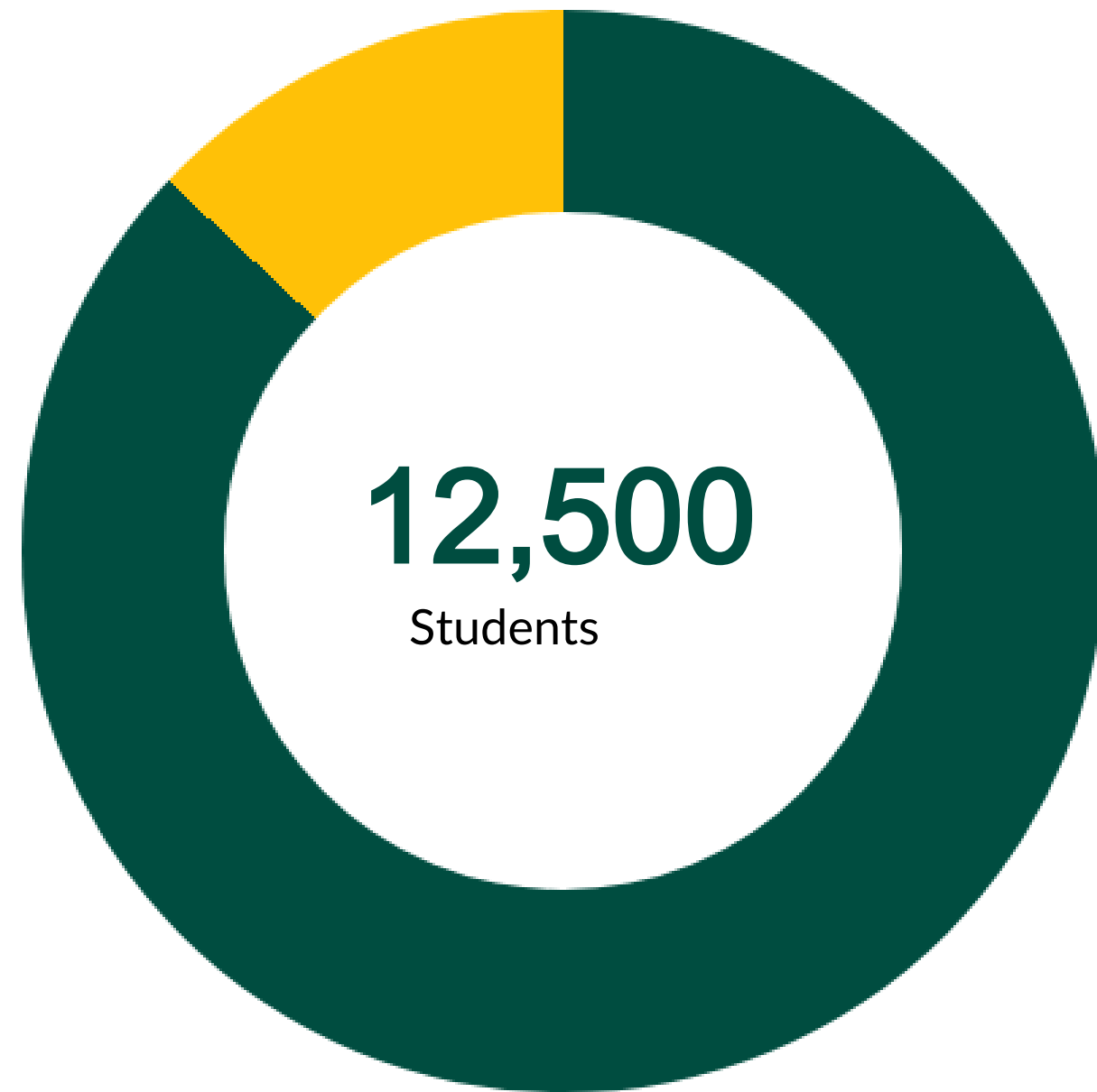
- ✓ Improved Communication and Partnerships
- ✓ Academic Achievement & Enrichment
- ✓ Safe and Inclusive Environments
- ✓ Professional Learning Support for Staff
- ✓ Equity, Access, and Quality Across Schools

SECTION 3

DISTRICT DATA OVERVIEW & STATE INDICATORS

Student Demographics, Performance Dashboard, and Local Priorities 1, 2, 3, 6, 7

STUDENT DEMOGRAPHICS



87% Socioeconomically Disadvantaged

46% Multilingual Learners

95% Hispanic / Latino

2.0% White

2.0% Asian

0.9% African American

KEY PERFORMANCE INDICATORS

Dashboard Color	Meaning
Blue	Highest Performance
Green	High Performance
Yellow	Medium Performance
Orange	Low Performance
Red	Lowest Performance

Chronic Absenteeism:

Red

Suspension Rate:

Green

English Learner Progress:

Green

ELA Performance:

Yellow

Mathematics:

Yellow

Instructional Materials:

Met

Parent Engagement:

Met

Local Climate:

Met

Lowest Performing Student Groups

Student Group	Indicator Area of Concern
All Students	Chronic Absenteeism
Youth Experiencing Homelessness	Mathematics
African American Students	Suspension & Chronic Absenteeism
Socioeconomically Disadvantaged	Chronic Absenteeism
Hispanic	Chronic Absenteeism
White	Chronic Absenteeism

EIGHT STATE PRIORITIES

1. Basic Services

2. State Standards

3. Parent Involvement

4. Pupil Achievement

5. Pupil Engagement

6. School Climate

7. Course Access

8. Other Outcomes

EIGHT STATE PRIORITIES



Local Indicators Self-Reflection

PRIORITY 1, 2, 3, 6, AND 7

PRIORITY 1: BASIC SERVICES

STATUS: STANDARD MET



Instructional Materials

0 Students without explicit access to mandatory instructional materials.



Teacher Status

88% Clear Credentials.
2.5% Out of Field.
1.1% Interns.



Facilities

All school sites are maintained in "Good" or "Exemplary" condition.

Priority 2: Implementation

Status: Standard Met

- ✓ Professional learning for teaching recently adopted academic standards.
- ✓ Progress in making aligned instructional materials available in all classrooms.
- ✓ Implementation of policies to support staff instructional improvement.
 - Curriculum Alignment
 - Professional Learning Communities
 - Instructional Coaching and Support
 - Data-Informed Decision Making

PRIORITY 3: FAMILY ENGAGEMENT

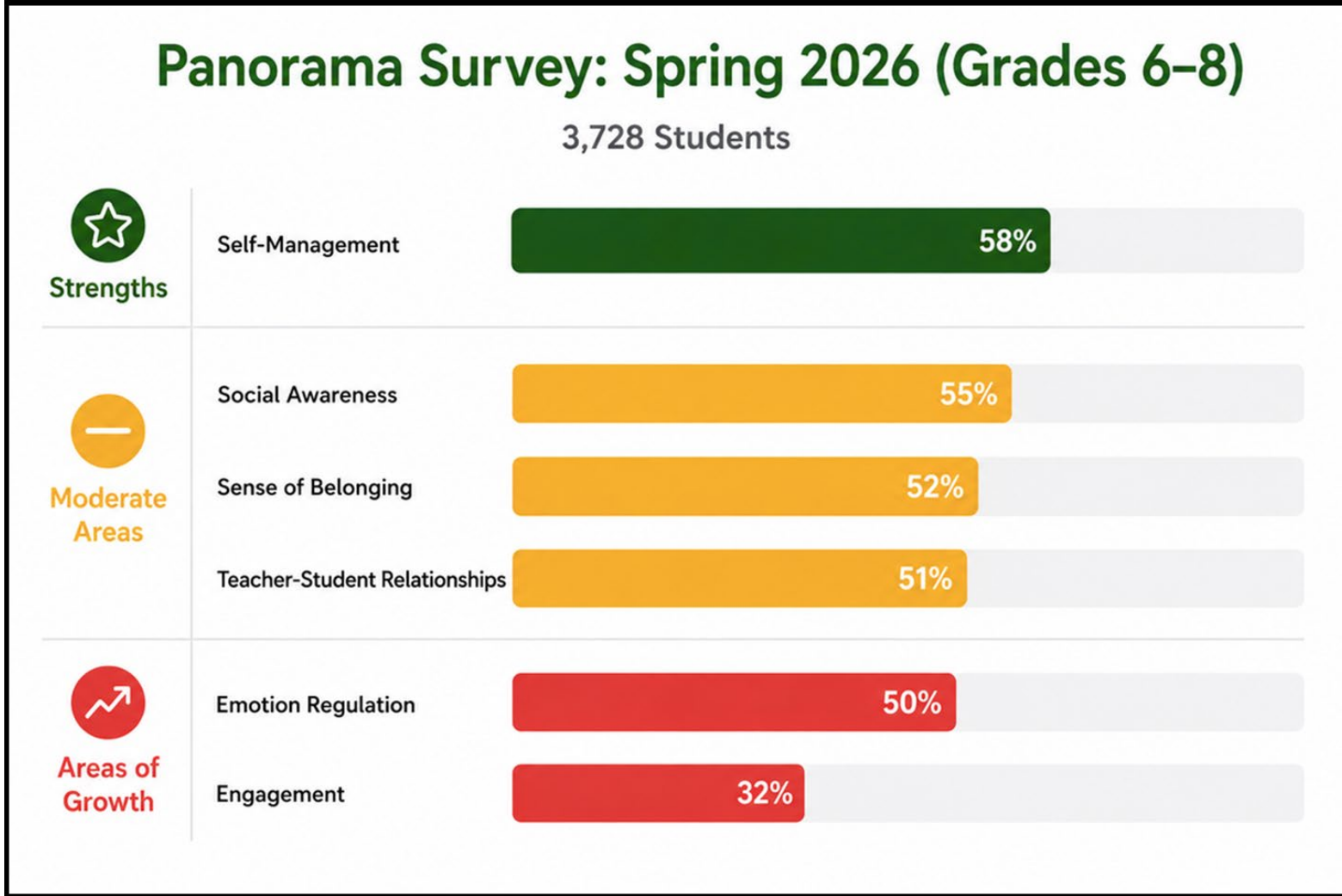
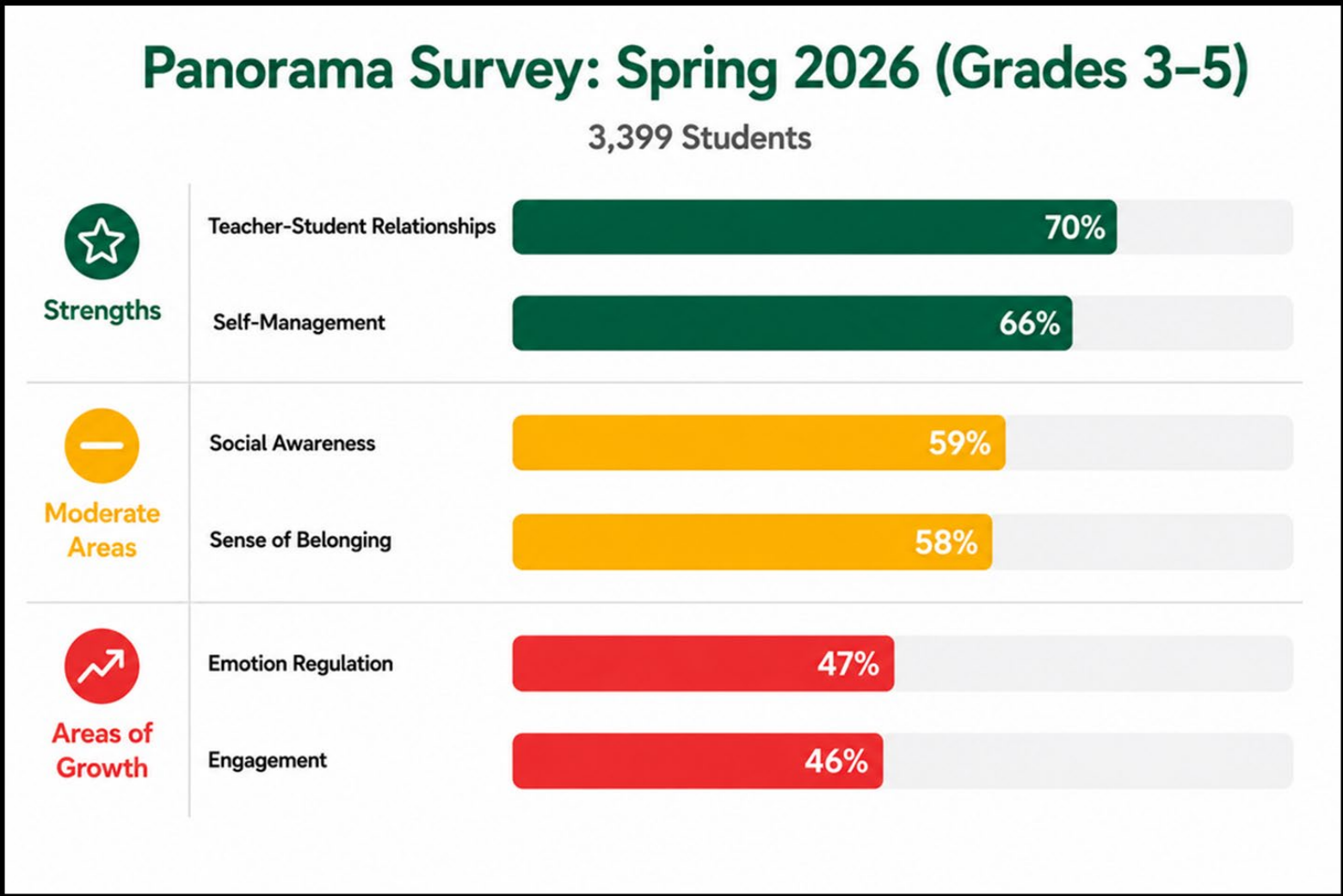


Engagement Focus Areas

- Building Relationships Between Staff and Families
- Building Partnerships for Student Outcomes
- Seeking Input for Decision-Making

Status: STANDARD MET

PRIORITY 6: CLIMATE



Standard Met

PRIORITY 7: ACCESS TO BROAD COURSE OF STUDY

District Strengths

- Districtwide Master Schedule Oversight
- Biliteracy & Dual Language Programs
- Summer & After-School Enrichment

Support Structures

- Dedicated Student Support Frameworks
- Comprehensive Curriculum Access for All
- Focused Resources for High-Need Sites

SECTION 4

GOAL ANALYSIS & ANNUAL UPDATES

Review of District LCAP Goals 1 through 5, Metrics, Strengths, and Refinements

DISTRICT LCAP GOALS

Goal 1:

Student Academic Engagement and Achievement

Goal 2:

Learning Environment and School Climate

Goal 3:

Professional Learning & Support

Goal 4:

Family and Community Alliances

Goal 5:

Transformational Leadership and Infrastructure

GOAL 1: ACADEMIC METRICS

Metric	Baseline	Year 2 Data	Target
SBAC ELA (% Met)	28.8%	33.65%	50%
SBAC Math (% Met)	18.35%	21.75%	40%
CAST Science (% Met)	14.44%	32.66%	35%
EL Proficiency - ELPAC (% Level 4)	15.19%	12.17%	40%

GOAL 1: ANNUAL UPDATE

Strengths

Expanded Biliteracy; PLC Implementation; Increased Arts education access.

Refinements

Expand UDL paths; Scale Project-Based Learning (PBL) across school sites.

Discontinued

Youth Cinema Project (Transitioned to integrated PBL and Elective Courses).

GOAL 2: ENVIRONMENT METRICS

Metric	Baseline	Year 2 Data	Target
Suspension Rate	4.9%	2.3%	0%
Chronic Absenteeism	27.7%	20.6%	15%
Attendance Rate (ADA)	92.2%	93.1%	95%
Expulsion Rate	0.036%	0.024%	0%

GOAL 2: ANNUAL UPDATE

Strengths

MTSS Multi-Tiered Support;
Restorative Practices; Proactive
Facilities Maintenance.

Refinements

Heightened focus on Tier II
interventions; Strengthen academic
intervention consistency.

Discontinued

School Yard Rap; 7 Mindsets (Both
components transitioned to fully
embedded local services).

GOAL 3: GUIDANCE METRICS

Star Diagnostic Evaluation

Metric (Star)	Baseline	Year 2 Data	Target
Early Literacy (% At Benchmark)	18.3%	38.6%	50%
Spanish Early Literacy (% At Benchmark)	53.4%	66.1%	75%
Reading (% At Benchmark)	28.9%	31%	50%
Spanish Reading (% At Benchmark)	50.22%	49.6%	70%
Mathematics (% At Benchmark)	21.2%	30.5%	40%

GOAL 3: ANNUAL UPDATE

Strengths

Leadership Development;
TOSA/Coach support; PLC
systematic collaboration structures.

Refinements

Align comprehensive multi-year
assessments; Resource allocation
optimized for high-need sites.

Actions Added

TK Teacher Release Day

Dedicated release time for student data
evaluation and teacher collaboration.

GOAL 4: FAMILY ALLIANCES

LCAP Survey

Metric (LCAP Survey)	Baseline	Year 2 Data	Target
Input for Decision-Making	86%	91%	95%
Parent Participation	86%	96%	95%
Participation in Programs & Activities	91%	94%	95%

GOAL 4: ANNUAL UPDATE

Strengths

Parent Leadership Academy;
Structured two-way communication;
Expansive community partnerships.

Refinements

Proactively reach underrepresented families; Build structured data literacy frameworks for educational partners.

Actions Added

- + Indian Education Service Plan
- + College/Career Nights enhancements

GOAL 5: TRANSFORMATIONAL LEADERSHIP & INFRASTRUCTURE

Metric	Baseline	Year 2 Data	Target
Clear Credentials	88.5%	88%	100%
Out-of-Field Assignments	1.0%	2.5%	0%
Ineffective	4.0%	3.4%	0%
Incomplete	4.1%	0%	0%

GOAL 5: ANNUAL UPDATE

Strengths

Strategic Plan Coherence; Intentional Human Capital support; Continuous and integrated data systems monitoring.

Refinements

Maximize cross-department coordination; Cultivate programmatic execution consistency across all 20 unique district sites.

CORE COMMITMENT

"Building transparent systems to support every student, every day."

SECTION 5

RECOMMENDATIONS & ADOPTION NEXT STEPS

Budget Overview for Parents and Strategic Action Steps for LCAP Adoption

Budget

Budget Overview

BOP will be brought at the next meeting for review as part of the 2026-2027 LCAP approval recommendations.



Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section B: Hearing

Public Hearing: Oxnard School District 2026-27 Proposed Budget (Pifko/Núñez)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2026-27 Proposed Budget prior to its adoption at the June 17, 2026, Board meeting.

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 of Trustees open the public comment period for the Oxnard School District 2026-27 Proposed Budget.

ADDITIONAL MATERIALS:

Attached: [Public Hearing Notice, English \(1 page\)](#)
[Public Hearing Notice, Spanish \(1 page\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC HEARING NOTICE

Oxnard School District 2026-2027 Proposed Budget

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on 2026-2027 Proposed Budget at a regular meeting of the Board of Trustees on June 3, 2026 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the 2026-2027 Proposed Budget.

The 2026-2027 Proposed Budget will be available for public inspection beginning May 29, 2026, and will remain available through June 17, 2026, at the District's administrative office located at 1051 South A Street, Oxnard, CA 93030 during normal business hours. Any questions regarding concerning this matter should be directed to Kristen Pifko, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401.



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

NOTIFICACIÓN DE AUDIENCIA PÚBLICA

Distrito Escolar de Oxnard Presupuesto Propuesto 2026-2027

POR ESTE MEDIO SE NOTIFICA que el Distrito Escolar de Oxnard llevará a cabo una audiencia pública sobre el Presupuesto Propuesto 2026-2027 en una reunión ordinaria del Consejo Directivo el 3 de junio de 2026 a las 7:00 p. m., o posteriormente a esta hora tan pronto este asunto pueda ser visto en la Sala de Reuniones del Consejo en el Centro de Servicios Educativos sito en el 1051 de South A Street, Oxnard, CA 93030.

SE NOTIFICA TAMBIÉN que a continuación de la Audiencia Pública, el Consejo Directivo del Distrito Escolar de Oxnard considerará la adopción del Presupuesto Propuesto 2026-2027.

El Presupuesto Propuesto 2026-2027 está disponible para su revisión del 29 de mayo al 17 de junio de 2026, en las oficinas administrativas del Distrito, localizadas en el 1051 de South A Street, Oxnard, CA 93030 en el horario de trabajo regular. Cualquier pregunta con respecto a este asunto deberá dirigirse a la Sra. Kristen Pifko, Superintendente Asistente, Finanzas y Asuntos Fiscales llamando al (805) 385-1501, anexo 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: June 03, 2026

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Carroll/Fuentes)

Establishment

An eight-hour, 183-day Paraeducator Special Education position 13599 is to be established at Lopez School to support the classroom needs of new SDC autism class.

An eight-hour, 183-day Paraeducator Special Education position 13634 is to be established at Marshall School to support a student with Health needs.

An eight-hour, 183-day Paraeducator Special Education position 13635 is to be established at Marshall School to support a student with Health needs.

An eight-hour, 183-day Paraeducator Special Education position 13636 is to be established at Marshall School to support a student with Health needs.

An eight-hour, 183-day Paraeducator Special Education position 13639 is to be established at McAuliffe School to support a student with Health needs.

An eight-hour, 183-day Paraeducator Special Education position 13637 is to be established at Ritchen School to support a student with Health needs.

An eight-hour, 183-day Paraeducator Special Education position 13638 is to be established at Soria School to support a student with Health needs.

A five-hour 45-minute 183-day Paraeducator Special Education position 13600 is to be established at Lopez Academy to support the classroom needs of new SDC autism class.

A five-hour 45-minute 183-day Paraeducator Special Education position 13601 is to be established at Lopez Academy to support the classroom needs of new SDC autism class.

FISCAL IMPACT:

Cost for 7 Paraeducator Special Education \$483,139.38 Unrestricted Funds (Established positions)

Cost for 2 Paraeducator Special Education \$166,216.17 SpEd Funds (Established positions)

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: June 03, 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 06.03.26 \(1 pg\)](#)

[Classified Personnel Items 06.03.26 \(2 pgs\)](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Hernandez, Fatima	Speech Therapist	2026/2027 School Year
Ward, Jacque	Speech Therapist	2026/2027 School Year
Aguilera, Andrea	Substitute Teacher	2025/2026 School Year
Collins, David	Substitute Teacher	2025/2026 School Year
Collins, Helen	Substitute Teacher	2025/2026 School Year
Garay, Andrea	Substitute Teacher	2025/2026 School Year
Garner, David	Substitute Teacher	2025/2026 School Year
Gonzalez, Guillermo	Substitute Teacher	2025/2026 School Year
Wright, Jason	Substitute Teacher	2025/2026 School Year

Resignation

Kim, Joanne	Speech Therapist	June 18, 2026
Perfino, Omar	Teacher, Fremont	June 18, 2026
Vail, Devon	Speech Therapist	June 18, 2026

New Hires

Coates, Mark C	Campus Assistant, Lopez Academy 5.75 hrs./180 days	05/11/2026
Lagunas, Daisy	Paraeducator General Education, Rose Avenue School 4 hrs./183 days	04/13/2026
Morales, Julissa	Paraeducator Special Education, Sierra Linda School 5.75 hrs./183 days	04/22/2026
Ruiz, Stephany	Paraeducator Special Education, Special Education 5.75 hrs./183 days	04/22/2026
Salgado, Veronica S	Campus Assistant, McKinna School 5.75 hrs./180 days	04/16/2026
Vazquez Guzman, Salvador	Paraeducator Special Education, San Miguel School 5.75 hrs./183 days	04/22/2026
Xicotencatl, Lidia J	Paraeducator Special Education, Drifill School 6 hrs./183 days	04/22/2026

Limited Term/Substitutes

Aldrete, Grecia	Paraeducator (Substitute)	05/12/2026
Cortez, Jayani I	Paraeducator (Substitute)	05/12/2026
Escobar, Cassandra	Campus Assistant (Substitute)	04/08/2026
Garcia, Brenda R	Paraeducator (Substitute)	05/14/2026
Hernandez Moreno, Mayra	Paraeducator (Substitute)	05/07/2026
Ochoa, Jenni	Paraeducator (Substitute)	05/07/2026
Sepulveda, Cynthia J	Campus Assistant & Clerical (Substitute)	04/14/2026
Velasquez, Abel	Paraeducator (Substitute)	05/06/2026

Layoffs

Ahumada, Gustavo D	Custodian, 5 hrs./245 days	06/30/2026
Alvarado, Alvaro	Custodian, 5 hrs./245 days	06/30/2026
Arevalo Navarro, Ernesto	Custodian, 8 hrs./245 days	06/30/2026
Contreras, Luis	Custodian, 4 hrs./245 days	06/30/2026
Espitia, Jorge	Custodian, 5 hrs./245 days	06/30/2026
Garcia, Agustin J	Custodian, 6 hrs./245 days	06/30/2026
Garcia, Julian A	Custodian, 5 hrs./245 days	06/30/2026
Gomez, Luiz C	Custodian, 5 hrs./245 days	06/30/2026
Jackson, Robert W	Custodian, 8 hrs./245 days	06/30/2026
Lira, Rafael	Custodian, 5 hrs./245 days	06/30/2026
Macias, Miguel A	Custodian, 8 hrs./245 days	06/30/2026
Rivas, Ivan	Custodian, 5 hrs./245 days	06/30/2026
Rivera Jr, Lisandro J	Custodian, 8 hrs./245 days	06/30/2026
Serena Leyva, Adrian	Custodian, 8 hrs./245 days	06/30/2026
Toledano, Jose M	Custodian, 8 hrs./245 days	06/30/2026
Valencia Capilla, Luis F	Custodian, 6 hrs./245 days	06/30/2026

In Lieu of Layoff

Alfaro, Eduardo	Custodian, Curren/Soria Schools 8 hrs./245 days	07/01/2026
	Custodian, Frank Academy 5 hrs./245 days	
De Santiago, Andrew D	Custodian, Lopez Academy 8 hrs./245 days	07/01/2026
	Custodian, Driffill School 6 hrs./245 days	
Equihua, Luis A	Custodian, Kamala School 8 hrs./245 days	07/01/2026
	Custodian, McKinna School 5 hrs./245 days	
Gallegos, Jorge L	Custodian, Fremont Academy 5 hrs./245 days	07/01/2026
	Custodian, Lopez Academy 5 hrs./245 days	
Moreno, Reymundo D	Custodian, Frank Academy 8 hrs./245 days	07/01/2026
	Custodian, McKinna School 6 hrs./245 days	
Rodriguez Flores, Manolo	Custodian Marina West/Marshall Schools 8 hrs./245 days	07/01/2026
	Custodian Ritchen School 8 hrs./245 days	
Romero, Andres	Custodian, Chavez/Lemonwood Schools 8 hrs./245 days	07/01/2026
	Custodian, Facilities 8 hrs./245 days	

Job Abandonment

13082	Custodian, 5 hrs./245 days	04/24/2026
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Resignations

Cabrera, Maria Del Carmen	Transportation Driver, Transportation 8 hrs./183 days	05/20/2026
Herrera, Rae L	Office Assistant II, Lopez Academy 8 hrs./203 days	05/15/2026
Lopez, Roxanne V	Office Assistant II, Fremont Academy 8 hrs./203 days	05/15/2026
Wiggins, Candace S	Paraeducator Special Education, Marina West School 5.75 hrs./183 days	05/29/2026

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section C: Consent Agenda

Approval of Out-of-State Travel - Student Participant in the 2026 National Spanish Spelling Bee in Albuquerque, New Mexico (Fox/Anguiano)

This year, Oxnard School District had the opportunity to host a districtwide Spanish Spelling Bee and send the winner to participate in the 2026 National Spanish Spelling Bee Competition, which will be held in Albuquerque, New Mexico, from July 10-12, 2026.

The Board's approval is requested for the OSD first-place student winner, George Cerriteño, to travel to Albuquerque to participate in the 2026 National Spanish Spelling Bee. Our first-place winner is a 5th-grade student at Elm School. The student, along with his parents, a school representative, and/or a district representative, will travel to Albuquerque to participate in the national competition.

FISCAL IMPACT:

Not to exceed \$6,068.66 to be paid out of LCFF Funds

Travel/Airfare (5 people):	\$3,553.00
Lodging (3 Rooms):	\$1,246.66
Meals (5 People):	\$1,020.00
Registration (1):	\$ 250.00
Total Expenses:	\$6,068.66

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees approve out-of-state travel for Elm School student George Cerriteño to Albuquerque, New Mexico, to participate in the 2026 National Spanish Spelling Bee, as outlined.

ADDITIONAL MATERIALS:

Attached: [National Spanish Spelling Bee Registration Form \(1 pg\)](#)
[National Spanish Spelling Bee Event Information \(4 pgs\)](#)




National Spanish Spelling Bee E-Registration Form 2026


Dates:

Friday & Saturday, July 10–11, 2026


 **Location:** Albuquerque, New Mexico

 **Host Hotel:** [Crowne Plaza](#) Click on the link for booking. [National Spanish Spelling Bee Booking Link](#) All registrations must be made prior to June 17, 2026.

Address: 1901 University Boulevard NE Albuquerque, NM 87102

 **Registration Fee:** \$250 per participant

 **Registration Deadline:** June 14, 2026


 **Congratulations** on qualifying for the 2026 National Spanish Spelling Bee! The Organizing Committee welcomes you and thanks you for being part of this exciting event.


 **Preparation Materials** (available at www.nationalspanishspellingbee.com):

2026 Booklet and Word List

2026 Student Study Guide

Event Schedule and Hotel Info

 **Please upload a clear photo of your student** to be included in the event program.

 **Questions?** Contact David Briseño at 505-238-6812 or Silvia Zacarias at 915-630-8623 (please leave a message if no answer).

NATIONAL SPANISH SPELLING BEE



604 Circle Dr
Clovis, NM 88101
Phone 505-238-6812
nssbsa@gmail.com
www.nationalspanishspellingbee.com

TO: Bilingual Directors, Coordinators and Interested Parties

FROM: David R. Briseño
National Spanish Spelling Bee Coordinator

DATE: February 10, 2026

RE: 2026 National Spanish Spelling Bee

Attached is all the information that you will need so that your student can represent you in the 2026 National Spanish Spelling Bee.

Thank you for agreeing to participate in this event and I look forward to meeting everyone in Albuquerque on July 10, 2026 at the orientation session which will be held at the National Hispanic Cultural Center, Roy E Disney Center for Performing Arts, the Bank of America Theatre. This packet includes a tentative schedule of events and the information you will need to make your hotel reservations. Please note that some activities and locations identified on the schedule may change.

The National Spanish Spelling Bee Organizing Committee welcomes you and thanks you for your participation in and support of this great event.

Adjunto encontrará toda la información que necesitará para que su estudiante pueda representarlo en el Concurso Nacional de Deletreo en Español de 2026.

Gracias por aceptar participar en este evento y espero conocerlos a todos en Albuquerque el 10 de julio de 2026 en la sesión de orientación que se llevará a cabo en el Centro Cultural Hispánico Nacional (Roy E Disney Center for Performing Arts, the Bank of America Theatre). Este paquete incluye un calendario tentativo de eventos y la información que necesitará para hacer sus reservas de hotel. Tenga en cuenta que algunas actividades del cronograma pueden cambiar.

El Comité Organizador del Concurso Nacional de Deletreo en Español le da la bienvenida y le agradece su participación y apoyo a este gran evento.

Spelling Bee Host
National Hispanic Cultural
Center 1701 4th Street SW
Albuquerque, NM
www.nhccnm.org

FOLLOW THIS LINK TO REGISTER YOUR STUDENT FOR THE 2026 NATIONAL SPANISH SPELLING BEE

<https://docs.google.com/forms/d/e/1FAIpQLSdFmnAbVRozgzbFUC9nqqPjfWWJjoj0iSGC0yDW5snLfRaIKA/viewform?usp=sharing&oid=105647853854443577313>

Schedule of Events

Thursday, July 9, 2026

Arrival Day – Participants, Sponsors and Spelling Bee Staff Arrive in Albuquerque. Please make sure and make your reservations at one of our selected hotels.

There are no planned activities on Thursday.

All events will take place at the National Hispanic Cultural Center

Friday, July 10, 2026 Orientation Session Bank of America Theatre

9:30 am to 12:00 am Orientation Session

- Introduction of Participants, parents and sponsors
- Introduction of National Spanish Spelling Bee Staff
- Introduction of National Spanish Spelling Bee Sponsors and Special Guests
- Review of Contest Rules and Procedures
- Q & A Period
- Practice Round

Possible Lunch at the Domenici Education Center

Saturday, July 11, 2026 Albuquerque Journal Theatre

8:00 am Arrive at the NHCC
8:45 am Introduction of Judges, Pronouncer, Sponsors and Participants
9:00 am Competition Begins
12:00 pm **Lunch at the Pete Domenici Education Center**
1:00 pm Competition Continues

6:30 pm National Spanish Spelling Bee Awards Dinner
The Pete Domenici Education Center

Sunday, July 12, 2026

Everyone returns home

Hotel Reservations Reservas de Hotel

Host Hotel Hotel Anfitrión

Crowne Plaza – Albuquerque
1901 University Blvd NE
Albuquerque NM 87102

Located in the heart of Albuquerque, the Crowne Plaza by IHG is within a 10 minute drive of the National Hispanic Cultural Center. Featured amenities include a 24-hour business center, express check in and check out. The Crowne features 3 restaurants. Other amenities include complimentary wireless internet and cable TV programming.

Ubicado en el corazón de Albuquerque, el Crowne Plaza by IHG se encuentra a 10 minutos en coche del Centro Cultural Hispano Nacional. Entre sus servicios se incluyen un centro de negocios abierto las 24 horas y registro de entrada y salida exprés. El Crowne cuenta con 3 restaurantes. También ofrece internet inalámbrico gratuito y programación de televisión por cable.

Reservations – ALL RESERVATIONS MUST BE MADE BY WEDNESDAY, JUNE 17, 2026

When making reservations make sure that you have the following information:

- Arrival and Departure Dates
- Estimated time of arrival
- Credit card type to be used for payment including number and expiration date
- Please note that the Hotel is 100% non-smoking

If you are reserving your room by phone, make sure that you identify yourself as being with the **National Spanish Spelling Bee**. You will need to call **844-356-6178** to make your reservation by phone.

ON-LINE RESERVATIONS

To make your reservation on line, follow the link below:

[National Spanish Spelling Bee Booking Link](#)

Reservas - TODAS LAS RESERVAS DEBEN REALIZARSE ANTES DEL MIÉRCOLES 17 DE JUNIO DE 2026.

Al reservar, asegúrese de tener la siguiente información:

- Fechas de llegada y salida
- Hora estimada de llegada
- Tipo de tarjeta de crédito para el pago, incluyendo número y fecha de vencimiento
- Tenga en cuenta que el hotel es 100% libre de humo.

Si reserva su habitación por teléfono, asegúrese de identificarse como participante del **Concurso Nacional de Deletreo en Español (National Spanish Spelling Bee)**. Para

reservar por teléfono, llame al **844-356-6178**.

RESERVAS EN LÍNEA

Para reservar en línea, siga el siguiente enlace:

[National Spanish Spelling Bee Booking Link](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Consent Agenda

Approval of Destruction of Records (Pifko/Reyes)

Board authorization is requested for the disposal of the records listed on the attached document. These records have reached the end of their required hard copy retention period. All Class 1 records and selected Class 2 records have been scanned for permanent storage, while Class 3 records will be destroyed without permanent retention.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Purchasing, that the Board of Trustees approve the destruction of records, as outlined on the attachment.

ADDITIONAL MATERIALS:

Attached: [Destruction of Records \(1 Page\)](#)

BOARD AGENDA ITEM

Date: May 13, 2026

Destruction of Records

The following records have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 are destroyed without permanent retention. The Board authorization is requested to dispose of these records

DESCRIPTION	YEAR(S)	SCHOOL/DEPT.	RECORD CLASS
CNS RECEIPTS/PRODUCTION SHEETS/MENUS/LUNCH APPLICATIONS	2020/2021 2021/2022	CHILD NUTRITION	3
STUDENT REGISTRATION CARDS	DOB: 2007/2008	PUPIL SERVICES	1
GENERAL ED STUDENT RECORDS	DOB: 2007/2008	PUPIL SERVICES	1
SPED STUDENT RECORDS	DOB: 2007/2008	SPED	1
DACA RECORDS REQUESTS	2021/2024	ARCHIVES	3
TIMECARDS CERTIFICATED & CLASSIFIED	2020-2021 2021/2022	PAYROLL	1
ASB AUDIT REPORTS, ETC	2013-2021	BUDGET	3
PO'S VENDOR INVOICES	2020/2021	ACCTS PAYABLE/BUDGET	3
FUND/MODERNIZATION/SCHOOL SITES	1999-2004	BUDGET	1
RAMONA/KAMALA BIDS SCHOOL SITES	1999-2004	PURCHASING	1
MARSHALL/ RITCHEN VARIOUS SITES MISC. BIDS	2001-2014	PURCHASING	1
BFGC ARCHITECTS/VARIETY PROJECTS	1997-2004	PURCHASING	1
LABOR COM/BID DOCS	2002-2008	PURCHASING	3
PO'S VENDOR INVOICES	2019/2020 2021/2022	PURCHASING	3

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Consent Agenda

Approval of Disposal of Surplus Property (Pifko/Reyes)

It is recommended that the Board of Trustees declare the attached surplus property list obsolete and authorize its disposal in accordance with California Education Code §17546, which permits the disposal of personal property valued at less than \$2,500.00. All district-owned surplus property items will be properly disposed of and/or recycled at the appropriate facilities. This request also includes obsolete furniture associated with the Marina West School modernization project.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director, Purchasing, that the Board of Trustees declare the attached surplus property obsolete and approve its disposal.

ADDITIONAL MATERIALS:

Attached: [Disposal of Surplus Property List \(7 Pages\)](#)

Items for Disposal

Quantity	Article and Description	USD CONTROL TAG	
		No. and/or Serial	CONDITION
1	Eaton UPSs + Batteries (2)	A10449	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10406	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10446	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10302	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10300	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10455	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10403	NOT WORKING
1	Eaton UPSs + Batteries (2)	A10405	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10146	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10143	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10142	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10150	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10149	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10148	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10054	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10140	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10147	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10145	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10144	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10141	NOT WORKING
1	JUNIPER NETWORK SWITCHES	A10053	NOT WORKING
1	ANYWHERE CART	A4092	NOT WORKING
1	CISCO ASA 5520 SERIES	A3986	NOT WORKING
1	LAPTOP	A21614	NOT WORKING
1	LAPTOP	A18960	NOT WORKING
1	LAPTOP	A19921	NOT WORKING
1	LAPTOP	A17330	NOT WORKING
1	LAPTOP	A18848	NOT WORKING
1	LAPTOP	A21672	NOT WORKING
1	LAPTOP	A18073	NOT WORKING
1	LAPTOP	A18671	NOT WORKING
1	LAPTOP	A21507	NOT WORKING
1	LAPTOP	A16646	NOT WORKING
1	LAPTOP	A21515	NOT WORKING
1	LAPTOP	A21538	NOT WORKING
1	LAPTOP	A4738	NOT WORKING
1	LAPTOP	A16079	NOT WORKING
1	LAPTOP	A2525	NOT WORKING
1	LAPTOP	A10952	NOT WORKING
1	LAPTOP	A4496	NOT WORKING

1	LAPTOP	A10916	NOT WORKING
1	LAPTOP	A10751	NOT WORKING
1	LAPTOP	A3374	NOT WORKING
1	LAPTOP	A14697	NOT WORKING
1	LAPTOP	A11435	NOT WORKING
1	LAPTOP	A10953	NOT WORKING
1	LAPTOP	A22975	NOT WORKING
1	DELL LAPTOP	A13812	NOT WORKING
1	DELL OPTIPLEX	A4863	NOT WORKING
1	MILK COOLER	11435	NOT WORKING
1	DELL LAPTOP	A5008	NOT WORKING
1	DELL LAPTOP	A4297	NOT WORKING
1	DELL LAPTOP	A5029	NOT WORKING
1	DELL LAPTOP	A2175	NOT WORKING
1	DELL LAPTOP	A11412	NOT WORKING
1	DELL LAPTOP	A2503	NOT WORKING
1	DELL LAPTOP	A11223	NOT WORKING
1	DELL LAPTOP	A11224	NOT WORKING
1	DELL LAPTOP	A4173	NOT WORKING
1	DELL LAPTOP	A5002	NOT WORKING
1	DELL LAPTOP	A3990	NOT WORKING
1	DELL LAPTOP	A5369	NOT WORKING
1	DELL LAPTOP	A5275	NOT WORKING
1	DELL LAPTOP	A4513	NOT WORKING
1	DELL LAPTOP	A5711	NOT WORKING
1	DELL LAPTOP	A5083	NOT WORKING
1	DELL LAPTOP	A5215	NOT WORKING
1	DELL LAPTOP	A4488	NOT WORKING
1	DELL LAPTOP	A5068	NOT WORKING
1	DELL LAPTOP	A4576	NOT WORKING
1	DELL LAPTOP	A5363	NOT WORKING
1	DELL LAPTOP	A5012	NOT WORKING
1	DELL LAPTOP	A5376	NOT WORKING
1	DELL LAPTOP	A5082	NOT WORKING
1	DELL LAPTOP	A4571	NOT WORKING
1	DELL LAPTOP	A5051	NOT WORKING
1	DELL LAPTOP	A4997	NOT WORKING
1	DELL LAPTOP	A5040	NOT WORKING
1	DELL LAPTOP	A4755	NOT WORKING
1	DELL LAPTOP	A5005	NOT WORKING
1	DELL LAPTOP	A5668	NOT WORKING
1	DELL LAPTOP	A4526	NOT WORKING
1	DELL LAPTOP	A4322	NOT WORKING

1	MICROSOFT SURFACE	A5533	NOT WORKING
1	MICROSOFT SURFACE	A5609	NOT WORKING
1	MICROSOFT SURFACE	A14921	NOT WORKING
1	MICROSOFT SURFACE	A16503	NOT WORKING
1	THINKPAD	A18640	NOT WORKING
1	THINKPAD	A21664	NOT WORKING
1	THINKPAD	A21617	NOT WORKING
1	THINKPAD	A18826	NOT WORKING
1	THINKPAD	A18649	NOT WORKING
1	PRINTER	A2533	NOT WORKING
1	SUMSUNG MONITOR	A16553	NOT WORKING
1	LARGE DELL MONITOR	A25023	NOT WORKING
1	JUNIPER SWITCH	A13337	NOT WORKING
1	HOT HOLDING FOOD CABINET	A25322	NOT WORKING
1	MILK COOLER	A11985	NOT WORKING
1	MILK COOLER	A11979	NOT WORKING
1	MILK COOLER	A11985	NOT WORKING
1	CISCO CATALYST 3560 SWITCH	A12658	NOT WORKING
1	CISCO CATALYST 3560 SWITCH	A12659	NOT WORKING
1	CISCO CATALYST 3560 SWITCH	A12704	NOT WORKING
1	CISCO CATALYST 3560 SWITCH	A12703	NOT WORKING
1	CISCO CATALYST 3560 SWITCH	A12705	NOT WORKING
1	LUMENS DOCUMENT CAMERA	A13587	NOT WORKING
1	DELL OPTIPLEX 390	A127804	NOT WORKING
1	HD PRINTER	A14821	NOT WORKING
1	DELL LAPTOP E5540	A3006	NOT WORKING
1	INSIGNIA TV	A11122	NOT WORKING
1	LAPTOP	127975	NOT WORKING
1	LAPTOP	A16360	NOT WORKING
1	LAPTOP	A120954	NOT WORKING
1	LAPTOP	A10998	NOT WORKING
1	UP	A10816	NOT WORKING
1	UP	A10489	NOT WORKING
1	SURFACE TABLET WITH CASE	A334	NOT WORKING
1	DELL LAPTOP	A4135	NOT WORKING
1	EAGLE POWER VACUUM MACHINE	25529	NOT WORKING
1	PROMETHEAN BOARD	A28150	NOT WORKING
1	LENOVO THINKVISION M920S	A19618	NOT WORKING
1	DELL 9010	A12902	NOT WORKING
1	DELL 9011	A12904	NOT WORKING
1	DELL 9012	A12905	NOT WORKING
1	DELL 9013	A12909	NOT WORKING
1	DELL 9014	A12910	NOT WORKING

1	DELL 9015	A12912	NOT WORKING
1	DELL 3020	A3217	NOT WORKING
1	EATON 9130	A10418	NOT WORKING
1	EATON 9130	A10420	NOT WORKING
1	EATON 9130	A10422	NOT WORKING
1	EATON 9130	A10415	NOT WORKING
1	EATON 9130	A10419	NOT WORKING
1	EATON 9130	A10430	NOT WORKING
1	DELL OPTIPLEX 3020	A5422	NOT WORKING
1	HP MSSI PRINTER	A2492	NOT WORKING
1	PROMETHEAN ACTIVE PANEL 9	A19242	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19895	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19897	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19893	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19896	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19898	NOT WORKING
1	US BACKUP BATTERY- OVER 75 LBS	A19894	NOT WORKING
1	HD POSTER PRINTER	128862	NOT WORKING
1	DELL E5500	125386	NOT WORKING
1	DELL E5501	125391	NOT WORKING
1	DELL E5502	125396	NOT WORKING
1	DELL E5503	125378	NOT WORKING
1	DELL E5504	125374	NOT WORKING
1	DELL 7010 DESKTOP	A12996	NOT WORKING
1	EATON POWER SUPPLY	A16182	NOT WORKING
1	DELL DESKTOP	A2043	NOT WORKING
1	DELL DESKTOP	127842	NOT WORKING
1	DELL DESKTOP	127844	NOT WORKING
1	OPTIPLEX 790	A3956	NOT WORKING
1	DELL OPTIPLEX 9010	A13438	NOT WORKING
1	DELL OPTIPLEX 9011	A13388	NOT WORKING
1	DELL OPTIPLEX 9012	A13418	NOT WORKING
1	HP CM 312 PRINTER	A13253	NOT WORKING
1	DELL LAPTOP E5350	A4978	NOT WORKING
1	HP PRINTER	A16335	NOT WORKING
1	DELL LAPTOP	A14783	NOT WORKING
1	DELL LAPTOP	A13798	NOT WORKING
1	DELL LAPTOP	A10948	NOT WORKING
1	DELL LAPTOP	A16004	NOT WORKING
1	DELL LAPTOP	A14307	NOT WORKING
1	DELL LAPTOP	A10969	NOT WORKING
1	DELL LAPTOP	A4415	NOT WORKING
1	DELL LAPTOP	A10993	NOT WORKING

1	DELL LAPTOP	A16082	NOT WORKING
1	DELL LAPTOP	A5030	NOT WORKING
1	DELL LAPTOP	A10938	NOT WORKING
1	DELL LAPTOP	A5904	NOT WORKING
1	DELL LAPTOP	A10934	NOT WORKING
1	DELL LAPTOP	A5699	NOT WORKING
1	DELL LAPTOP	A5706	NOT WORKING
1	DELL LAPTOP	A10920	NOT WORKING
1	DELL LAPTOP	A10942	NOT WORKING
1	DELL LAPTOP	A16455	NOT WORKING
1	DELL LAPTOP	A10937	NOT WORKING
1	DELL LAPTOP	A10935	NOT WORKING
1	DELL LAPTOP	A10951	NOT WORKING
1	DELL LAPTOP	A10947	NOT WORKING
1	DELL LAPTOP	A5700	NOT WORKING
1	DELL LAPTOP	A3988	NOT WORKING
1	DELL LAPTOP	A10946	NOT WORKING
1	DELL LAPTOP	A10940	NOT WORKING
1	DELL LAPTOP	A5099	NOT WORKING
1	DELL LAPTOP	A5245	NOT WORKING
1	DELL LAPTOP	A5710	NOT WORKING
1	DELL LAPTOP	A5701	NOT WORKING
1	DELL LAPTOP	A5354	NOT WORKING
1	DELL LAPTOP	A14656	NOT WORKING
1	DELL LAPTOP	A18005	NOT WORKING
1	LENOVO LAPTOP	A18783	NOT WORKING
1	LENOVO LAPTOP	A16535	NOT WORKING
1	LENOVO LAPTOP	A18968	NOT WORKING
1	LENOVO LAPTOP	A16606	NOT WORKING
1	LENOVO LAPTOP	A18834	NOT WORKING
1	LENOVO LAPTOP	A18900	NOT WORKING
1	LENOVO LAPTOP	A18383	NOT WORKING
1	LENOVO LAPTOP	A17357	NOT WORKING
1	LENOVO LAPTOP	A18734	NOT WORKING
1	LENOVO LAPTOP	NONE	NOT WORKING
1	LENOVO LAPTOP	A18247	NOT WORKING
1	LENOVO LAPTOP	A19984	NOT WORKING
1	LENOVO LAPTOP	A16736	NOT WORKING
1	LENOVO LAPTOP	A21544	NOT WORKING
1	LENOVO LAPTOP	A17344	NOT WORKING
1	LENOVO LAPTOP	A18958	NOT WORKING
1	LENOVO LAPTOP	A18962	NOT WORKING
1	LENOVO LAPTOP	A16753	NOT WORKING

1	LENOVO LAPTOP	A18880	NOT WORKING
1	LENOVO LAPTOP	A18891	NOT WORKING
1	LENOVO LAPTOP	A18177	NOT WORKING
1	LENOVO LAPTOP	A18737	NOT WORKING
1	DESKTOP	A19722	NOT WORKING
1	DESKTOP	A16491	NOT WORKING
1	DESKTOP	A4108	NOT WORKING
1	HP LASERJET PRO M451DN	A12272	NOT WORKING
1	VARIQUEST POSTER MACHINE	124906	NOT WORKING
1	LAMINATING MACHINE	123006	NOT WORKING
1	MATRIX SWITCHER	A10227	NOT WORKING
1	PROJECTOR	A14733	NOT WORKING
1	WEB FILTER	A11044	NOT WORKING
1	SWITCH	A12335	NOT WORKING
1	SWITCH	A21330	NOT WORKING
1	SWITCH	A24773	NOT WORKING
1	SWITCH	A21338	NOT WORKING
1	SWITCH	A21334	NOT WORKING
1	HPCLJ PRO MFP M476DN	A3277	NOT WORKING
1	HP LASERJET EM553	A19727	NOT WORKING
1	HP LASERJET EM553	A19728	NOT WORKING
1	HITACHI CP-X2010	124792	NOT WORKING
1	DELL LATITUDE E5500	125602	NOT WORKING
1	DELL OPTIPLEX 3040	A14167	NOT WORKING
1	DELL OPTIPLEX 3040	A10638	NOT WORKING
1	DELL OPTIPLEX 3040	A14166	NOT WORKING
1	DELL OPTIPLEX 3040	A14160	NOT WORKING
1	DELL OPTIPLEX 3040	A14168	NOT WORKING
1	DELL OPTIPLEX 3040	A14164	NOT WORKING
1	DELL OPTIPLEX 3040	A14157	NOT WORKING
1	CPU	A22211	NOT WORKING
1	CPU	A22210	NOT WORKING
1	CPU	A22209	NOT WORKING
1	CPU	A22208	NOT WORKING
1	PANASONIC A6-AC1060AP	A2876	NOT WORKING
1	SAMSUNG QM65C 65"	A27061	NOT WORKING
1	DELL OPTIX 7020	A14827	NOT WORKING
1	DELL DESKTOP	A3043	NOT WORKING
1	LENOVO T15 1	A18887	NOT WORKING
1	LENOVO T590	A18349	NOT WORKING
1	DELL LATITUDE 5530	A25159	NOT WORKING
1	DELL LATITUDE 5530	A51676	NOT WORKING
1	DELL DESKTOP	A14834	NOT WORKING

1	DELL LAPTOP	A4309	NOT WORKING
1	HP LASERJET 500 COLOR PRINTER	A3279	NOT WORKING

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-31 – Briotix Health (Carroll/Magaña)

Briotix Health will provide disability management consultation services for both industrial and non-industrial injuries. In collaboration with the District, Briotix Health will support compliance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). These consultation services will be provided on an as-needed basis.

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

FISCAL IMPACT:

Not to exceed: \$13,000.00 – Unrestricted General Funds

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-31 with Briotix Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-31, Briotix Health \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

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

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

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

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

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

Contract Number _____

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and nmagana@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: _____

DISABILITY MANAGEMENT SERVICES AND RATES 2026 - 2027

BRIOTIX HEALTH RETURN TO WORK SOLUTIONS:

Even one employee absent from work is disruptive to the workplace resulting in costly lost productivity and a burden on coworkers. That's why focusing on keeping employees safe at their jobs and returning others to work is important. The success an employer has at helping their employee stay at work or return to work is largely dependent on early and skilled intervention and innovative accommodation.

Interactive Process Meetings: Diana Pelletier has been providing disability management services for over 25 years. Ms. Pelletier is a recognized Subject Matter Expert in the California Fair Employment and Housing Act and Americans with Disabilities Act requirements and has worked with public and private organizations assisting with the coordination, facilitation, and documentation of these meetings for over 25 years. She is experienced in the identification of reasonable accommodations in the workplace and is well positioned to assist return-to-work efforts as a Certified Ergonomics Assessment Specialist II. Ms. Pelletier facilitates in-person Interactive Process meetings with all organization stakeholders and is familiar and comfortable when dealing with all other interested parties including applicant's attorneys, union representatives, or employee family members in meetings. She is a specialist at navigating complex, difficult situations with aplomb, and is clearly focused on meeting objectives. In today's current health climate, Ms. Pelletier has become well-versed in conducting meetings in a virtual setting as well. Ms. Pelletier will provide fully documented Interactive Process meetings with comprehensive reports that outline all relevant details. Ms. Pelletier will also develop supporting documentation for the Interactive Process, such as medical clarification correspondence, temporary or permanent work agreements, requests for Fit for Duty exams, and the like.

Rates: \$160 per hour for all related services

\$95/hour all travel

Physical Demand Analyses: Defined, objective measurement of each job's actual physical demands is the first step in preventing injuries and returning employees safely to work. Briotix Health clinical experts go to your job site and measure the demands of targeted job tasks for each essential function on the job description. Using smart, calibrated Briotix Health technology and ISO processes. Your employees and supervisors are observed and consulted as subject matter experts to ensure accurate PDA. We use this data to develop specific return to work protocols that can be implemented in partnership with the treating physician, supervisor, and disabled employee to return employees to work



DISABILITY MANAGEMENT SERVICES AND RATES 2026 - 2027

safely and productively. PDA data can be documented as a detailed written report of essential job functions and corresponding physical demands. This data is essential in making informed, safe, and defensible return to work decisions

Rates: \$825 per Physical Demand Analysis, all inclusive

Consultation on ADA and FEHA related matters: As noted previously, Ms. Pelletier is an industry-recognized expert in this field. She provides consultation and guidance to many organizations in the area of application of regulations, identification of reasonable accommodations, return-to-work strategies and solutions, utilization of EFJAs, workers' compensation processes, and more. As a Certified Professional in Disability Management for over 20 years, Ms. Pelletier brings to her clients a wealth of knowledge related to this industry. The benefit of having seen hundreds of situations related to occupational and non-occupational injury and illness, disability, reasonable accommodation strategies, workers' compensation case matters, and thousands of job observations positions her as a solid expert in this field.

Rates: \$160 per hour for all related services

\$95/hour all travel



DISABILITY MANAGEMENT SERVICES AND RATES 2026 - 2027

Addendum 1 – Rate Card

1. Rates & Term

SERVICE DELIVERABLE	RATE
INTERACTIVE PROCESS	
Interactive Process Meeting	\$160.00 per hour
Interactive Process Meeting – Travel	\$95.00 per hour
JOB ANALYSIS	
Job Analysis	\$825.00
ACCOMMODATION PROCESS & POLICY DEVELOPMENT	
Accommodation Process & Policy Development	\$160.00 per hour



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-32 – CJ Seto Support Services, LLC. (Carroll/Magaña)

CJ Seto Support Services, LLC will conduct chemical inventory updates at the following sites: Frank, Fremont, and Lopez Intermediate Schools, as well as seven K-8 schools—Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala. As part of the inventory process, the team will gather detailed information to accurately identify the appropriate Safety Data Sheets (SDS) for each location.

Following the completion of the chemical inventories, the team will perform comprehensive SDS searches for all identified chemicals. Each school will receive both an electronic and hardcopy SDS binder tailored to its specific inventory. Additionally, the District will be provided with a master binder that includes all SDS documents and a compiled inventory for every school site.

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

FISCAL IMPACT:

Not to Exceed: \$8,350.00 – Safety Credits Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #26-32 with CJ Seto Support Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-32, CJ Seto Support Services LLC. \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Interim Director, Purchasing

Signature

Date

May 4, 2026

Norma Magana
Oxnard School District
1051 S. A Street
Oxnard, CA 93030

Subj: **PROPOSAL TO PROVIDE CHEMICAL INVENTORY SERVICES AND SAFETY DATA SHEET BINDERS**

Dear Norma,

Per your request, CJseto Support Services, LLC (CJS) is pleased to present the following proposal to provide Oxnard School District with environmental compliance services to include the following tasks:

1. Chemical Inventory Updates: We will conduct chemical inventory updates at Frank, Fremont, and Lopez Intermediate Schools, and seven K-8 schools (Chavez, Driffill, Lemonwood, Marshall, Curren, Soria and Kamala). For all new items, we will collect the following information that can be used to identify the proper Safety Data Sheet (SDS) for that location. Data collected will include:
 - Chemical Name;
 - Manufacturer Name;
 - Product Number;
 - Type of container;
 - Size of container;
 - Quantity remaining in the container; and
 - Location of container.

NOTE: We will only inventory those items in the manufacturer's original container and original label. Secondary containers come from other sources and may result in inaccurate inventories.

We will put barcodes on each new container and collect the information related to that container. This information is then entered into a chemical inventory database so that future inventories can be performed much quicker and provide easy access to inventory information when needed.

Estimated time to complete: Two days for the onsite work to complete all ten schools, and another week to prepare the inventory reports.

2. Safety Data Sheet Binders: We will conduct Safety Data Sheet (SDS) searches for all new chemicals based on the inventories performed at each of the school locations. At the completion of this project, each school will receive an electronic and hardcopy of all new chemicals to be placed in their respective hardcopy SDS binders.

FEE/PAYMENT SCHEDULE

CJSeto proposes providing the above services on a per task basis using the table below.

Breakdown of Estimated Costs

Task/Item	Unit Cost	# Units	Cost
1 (Chemical Inventory in Database - 10 schools)			
Project Lead	\$ 150.00	1	\$ 150.00
Field Chemist	\$ 85.00	16	\$ 1,360.00
Field Technician	\$ 65.00	32	\$ 2,080.00
Data Entry	\$ 55.00	32	\$ 1,760.00
Inventory Reports	\$ 250.00	10	\$ 2,500.00
Total			\$ 7,850.00
2 Safety Data Sheet Binders			
SDS Search	\$ 5.00	100	\$ 500.00
Total			\$ 500.00
			\$ 8,350.00

ACCEPTANCE

You can accept this proposal by having an authorized representative issue a Purchase Order referencing this proposal. Please direct any questions regarding this proposal to the undersigned. We appreciate the opportunity to be of service to you.

Respectfully submitted,



Chet Seto
Managing Director
CJSeto Support Services, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #26-34, Ventura Unified School District – Ventura County Indian Education Consortium (Fox/Ruvalcaba)

Ventura Unified School District, as the Local Education Agency for the Ventura County Indian Education Consortium, will provide a comprehensive program designed to support the academic, language, cultural, and social-emotional needs of eligible Native American and Alaska Native students within the Oxnard School District.

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

FISCAL IMPACT:

\$7,046.12 (matching funds) - Title I Funds

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #26-34 with the Ventura Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #26-34, Ventura USD - Ventura County Indian Education Consortium \(3 Pages\)](#)
[Service Plan \(2 Pages\)](#)

MEMORANDUM OF UNDERSTANDING
Ventura County Indian Education Consortium

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

Memorandum of Understanding Purpose:

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

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2026, and will extend through June 30, 2027.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

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

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
 - a) Indian Education Parent Advisory Committee
 - b) Indian Education enrollment and verification support
 - c) Indian Education Annual Honoring Ceremony and Special Events
 - d) Indian Education teaching resources/lending library
 - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2026 – 27 is “California Natives and the Chumash Peoples.”
4. Ensure that VUSD employees have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.

5. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.
6. VUSD shall store student data in a district database or in a locked file cabinet.

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

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

The Partner District, Oxnard School District, agrees to contribute **\$7,046.12** to VUSD for Indian Education services provided during the 2026-27 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

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

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

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

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

Signatures:

PARTNER DISTRICT: Oxnard School District

Authorized District Representative: Melissa Reyes

Signature: _____

Title: Director, Purchasing

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: 

Signature: 

Title: Asst. Supv. Bus. Services

Date: 4/8/2026



Ventura County Indian Education Consortium

Presidential Award-Winning Program

Title VI Federal Project – Serving Public

School Districts in Ventura County Since 1974

Ventura Unified School District (LEA)

255 W. Stanley Ave., Suite 100

Ventura, California 93001

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

Partner District Service Plan for 2026-2027

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

The 2026-2027 school year curricular theme is “California Natives and the Chumash Peoples.” With your continued partnership we will be able to provide individual or small group lessons to support cultural identity and awareness for eligible Native students at their school campuses. High school students will also be invited to participate in college and career awareness opportunities and field trips. Our program will continue to provide the following basic services: Parent Advisory Committee, enrollment verification and support, annual Honoring Ceremony, cultural events, teaching resources and lending library for your district staff, and professional development workshops for Indian Education staff. We will continue our collaborative partnership with Southern California American Indian Resources (SCAIR), to be able to offer tutoring and counseling services to enrolled students.

Thank you for agreeing to cover the costs for program services outlined in the attached Memorandum of Understanding for the 2026-2027 school year. Based on our federal grant allocation, districts are being asked to contribute an additional \$419.78 for students eligible for the federal grant and \$754.57 for those whose tribal affiliation makes them ineligible for the federal grant.

To finalize preparations for next school year, we kindly request confirmation of funds commitment by Friday, May 29. Please email Robin Jacobs at robin.jacobs@venturausd.org to confirm or with any questions.

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

Thank you,

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

ACE CHARTER HIGH SCHOOL
CAPE CHARTER SCHOOL
CONEJO VALLEY UNIFIED SCHOOL DISTRICT
FILLMORE UNIFIED SCHOOL DISTRICT
HUENEME SCHOOL DISTRICT
MATES CHARTER SCHOOL
MOORPARK UNIFIED SCHOOL DISTRICT
OAK PARK UNIFIED SCHOOL DISTRICT
OJAI UNIFIED SCHOOL DISTRICT
OXNARD SCHOOL DISTRICT

OXNARD UNION HIGH SCHOOL DISTRICT
PEAK PREP PLEASANT VALLEY
PLEASANT VALLEY SCHOOL DISTRICT
RIO SCHOOL DISTRICT
SANTA PAULA UNIFIED SCHOOL DISTRICT
SIMI VALLEY UNIFIED SCHOOL DISTRICT
UNIVERSITY PREPARATION CHARTER SCHOOL
VENTURA CHARTER SCHOOL
VENTURA UNIFIED SCHOOL DISTRICT
VISTA REAL CHARTER HIGH SCHOOL

School District	CURRENT YEAR FUNDING REQUEST		PRIOR YEAR FUNDING REQUEST	
	Indian Education Student Count	Proposed District Funding Request	Indian Education Student Count	Proposed District Funding Request
	SY 25-26	SY 26-27	SY 24-25	SY 25-26
Conejo School District (TK - 12)	30	\$ 12,593.53	29	\$ 11,792.98
Fillmore Unified School District (TK - 12)	18	\$ 8,225.69	17	\$ 7,878.09
Hueneme Elementary School District (TK - 12)	7	\$ 2,938.49	5	\$ 2,033.27
Moorpark Unified School District (TK - 12)	31	\$ 13,013.31	30	\$ 12,199.63
Oak Park Unified School District (TK - 12)	2	\$ 839.57	1	\$ 406.65
Ojai Unified School District (TK - 12)	9	\$ 5,117.20	7	\$ 3,489.89
Oxnard School District (TK - 8)	12	\$ 7,046.12	12	\$ 6,809.78
Oxnard Union High School District (TK - 12)	32	\$ 16,780.94	27	\$ 13,874.56
Pleasant Valley School District (TK-8)	14	\$ 6,546.55	15	\$ 7,386.43
Rio Elementary School District (TK - 8)	8	\$ 5,701.76	10	\$ 5,996.47
Santa Paula Unified School District (TK-12)	2	\$ 1,509.14		
Simi Valley Unified School District (TK - 12)	37	\$ 18,210.29	37	\$ 16,510.24
Ventura Unified School District (TK - 12)	135	\$ 73,744.88	131	\$ 68,711.12
ACE Charter High School (9-12)	1	\$ 419.78	0	
Camarillo Academy of Progressive Ed. (K-8)	1	\$ 419.78	1	\$ 406.65
MATES Charter (K-5)	2	\$ 839.57	1	\$ 406.65
Peak Prep Pleasant Valley (TK-12)	0	\$ -	3	\$ 2,184.93
University Preparation Charter School (K-8)	4	\$ 1,679.14		
Ventura Charter School (K-8)	4	\$ 2,348.71	5	\$ 2,676.58
Vista Real Charter High School (9-12)	3	\$ 2,263.71	2	\$ 1,456.62
TOTAL	352	\$ 180,238.16	333	\$ 164,220.00

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-35, California Association for Bilingual Education (Fox/Ruvalcaba)

California Association for Bilingual Education - Project 2INSPIRE will provide both virtual and in-person Family and Community Engagement sessions. To support the advancement of the current English Level 2 cohort, CAFE parent education specialists will facilitate English Level 3 and Level 4 parent education courses. In addition, four coaching sessions from the previous year will continue at no additional cost to the District. These coaching sessions are intended to support Level 4 parent graduates who will serve as instructors for Level 1 Spanish classes.

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

FISCAL IMPACT:

\$20,960.00 – Title I Funds

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #26-35 with California Association for Bilingual Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-35, CAFE \(4 Pages\)](#)
[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

Proposal

Between Oxnard School District and
California Association for Bilingual Education (CABE)
for 2026-2027
Contract Number #OSD2627202

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and Oxnard School District (OSD) and serves to outline the details and responsibilities of CABE and OSD, respectively, in regard to CABE providing a LEAD Parent Specialist to deliver **number (32) of Family and Community Engagement Sessions for a total cost of \$20,960** which are also outlined in the scope of work Exhibit A.

Responsibilities of Oxnard School District

- To schedule the family and community engagement sessions in collaboration with CABE within 3 weeks of the approval of this MOU.
- To notify CABE LEAD Director, Rubi Flores, of date/time changes for the parent leadership sessions in a timely manner:
 - Once OSD and CABE have mutually agreed upon the date/time for the P2I, CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, OSD will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To share information about the sessions on a timely manner with the community to promote participant attendance. Make-up sessions can be provided with an additional cost.
- To provide an appropriate location for the sessions at no cost to CABE.
- To provide the audiovisual equipment for the presentations, requested by CABE in advance.
- To provide technical support during the delivery of onsite/virtual Project 2INSPIRE sessions, if using a school/site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduating participants with a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary.
- To limit the number of participants to a maximum of 25.

- Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.
- If the number of participants exceeds 25, CABE must be notified at least 2 weeks in advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement, and additional materials may need to be prepared.
- If the site exceeds 25 participants, the cost per participant beyond 25 will be (\$175 each) added to the total cost of the MOU.

Responsibilities of CABE

- Provide all content and curriculum.
- Provide a LEAD Parent Specialist to present the agreed upon family and community engagement services.

Virtual Delivery

- If onsite professional development is not an option due to the Covid-19 pandemic or any other reason beyond CABE's control, CABE will coordinate with OSD to provide Professional Development through a virtual platform curriculum with modifications as needed (time, materials, etc.).
- CABE will provide the Zoom virtual platform and set up unless school/site selects to use and set up a different platform. The district is responsible for providing technical support to CABE facilitator for training, managing, setting up, and monitoring the session.
- Only CABE may record the training if the school or site does not approve the recording it should be communicated to CABE prior to the start of date.
- CABE will notify participants before the start of the trainings that CABE will be recording the session.
- Participants who consent but do not wish to be seen on the camera, or do not want their background visible, may also turn their cameras off or utilize virtual backgrounds at any point during the meeting.
- Information that participants want kept private during meetings is their responsibility.
- Participants may not display, post, or otherwise use language or material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, or threatening. This could be subject to removal from the class.

Budgeting

At contract signing, a PO must be submitted to CABE LEAD Administrative Assistant, Andrea Gonzalez at andrea@gocabe.org.



20888 Amar Road, Walnut, CA 91789
 Phone (626) 814-4441 ext. 212 Fax (626) 814-4640
 < # >

CABE LEAD Administrative Assistant will invoice OSD by the last day of the month of **September, December, and March** for all services delivered up to that date. OSD will be invoiced for all scheduled services through June 30th by April 30th of the contract year.

Intellectual Property

CABE retains all intellectual property rights to the content of any CABE family and community engagement presentations, and all other CABE created resources and trainings.

CABE retains the right to record virtual and onsite CABE sessions and any other CABE content for internal quality control purposes. Only CABE may record its presentations, and any recordings are the sole property of CABE.

Insurance

CABE shall provide OSD and a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000 aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE Parent Specialist upon request.

Indemnification

- A. Insofar as permitted by law, OSD shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of OSD, its officers, agents, or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless OSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents, or employees.
- C. It is the intent of OSD and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed, and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. OSD and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this agreement within ten (10) calendar days of such determination. OSD and CABE further agree to cooperate in

defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person, not a party to this agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional learning is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CAFE will provide family and community engagement services through a virtual platform, with modifications as needed, or the parties will reschedule the PL to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To OSD: Oxnard School District
 1051 S A St.
 Oxnard, CA 93030

To CAFE: California Association for Bilingual Education
 20888 Amar Road
 Walnut, CA 91789

Integration

This MOU represents the entire and integrated agreement between OSD and CAFE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of OSD and CAFE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.



20888 Amar Road, Walnut, CA 91789
Phone (626) 814-4441 ext. 212 Fax (626) 814-4640
< # >

IN WITNESS WHEREOF, OSD and CABE have executed this MOU as of the date first above written.


<p>Authorized Representative Oxnard School District 1051 S A St. Oxnard, CA 93030 (805) 385-1501 Date:</p>	<p> Cynthia Vásquez Petitt, Interim CEO California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789 (626) 814-4441 Date: 4/28/2026</p>
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EXHIBIT A: SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor shall provide thirty-two (32) professional learning sessions, each consisting of **2–3 hours of instruction** during the **2026–2027 school year**.

All workshop content shall be derived solely from the **California Association for Bilingual Education (CABE)** proprietary program content and resource library. Final selection of topics and modules will be determined collaboratively and mutually agreed upon by both parties.



20888 Amar Road, Walnut, CA 91789
Phone (626) 814-4441 ext. 212 Fax (626) 814-4640
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II. CONTRACT MONITORS:

The Contractor assigns Rubi Flores, LEAD Director, as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. TASKS TO BE ACCOMPLISHED:

A. CABE LEAD Parent Specialist will provide:

Number of Sessions	Summary of Services / Topics:	Delivery Method	Language	Cost:
12	Project 2 Inspire	Virtual	English	\$14,400
4	Project 2 Inspire	On-Site	English	\$6,560
Total Proposed Cost for 2026-2027:				\$20,960

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-36 – CSM Consulting, Inc. (DeGenna/Hubbard)

CSM Consulting, Inc. will provide E-Rate consulting services, including preparation of all required Federal Communications Commission (FCC) E-Rate program documentation, forms, and applications, as well as guidance to support program compliance. Services include procurement planning, posting, reviewing, and evaluating RFPs, bids, and proposals, data collection, and preparation and submission of all required forms.

Term of Agreement: July 1, 2026 through June 30, 2029

FISCAL IMPACT:

\$27,000.00/yr., three-year total of \$81,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Chief Information Officer and the Superintendent that the Board of Trustees approve Agreement #26-36 with CSM Consulting, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-36, CSM Consulting, Inc. \(15 Pages\)](#)
[Proposal \(4 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and msandoval@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: _____



PROPOSAL FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Oxnard School District**, a local education agency (“District”) and CSM Consulting, Inc., a Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Assist and coordinate the preparation and filing of:
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultant’s drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.

5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The annual cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$27,000**

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this Agreement shall be three (3) years commencing as of July 1, 2026, or upon execution (whichever is later), through June 30, 2029. Thereafter, this Agreement shall automatically renew for up to two (2) successive one (1) year renewal terms (each a "Renewal Term") unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then-current Term of its intent not to renew. Notwithstanding the foregoing, in no event shall the total term of this Agreement, including any Renewal Terms, exceed five (5) years.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
5. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
6. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
7. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, _____, this _____ day of _____, 2026.

CSM Consulting, Inc.

By:  _____

Name: David Cichella

Title: Vice President

Oxnard School District

By: _____

Name: _____

Title: _____

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2026 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a Corporation (“Consultant”) and **Oxnard School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until June 30, 2028. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Oxnard School District

Name: _____

Print Name: _____

Title: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #26-38 – Ely Jr’s Pumping, Inc. (Pifko/Bennett)

Ely Jr’s Pumping, Inc. will provide grease trap and stormwater separator (CDS unit) pumping and maintenance services for Oxnard School District facilities on an as-needed basis. This work requires specialized vacuum pumping trucks and equipment not available in-house, as well as certifications for the safe handling, transportation, and disposal of grease, oils, debris, and pollutants. Services involve high-risk activities with potential exposure to hazardous materials and are necessary to ensure regulatory compliance, environmental protection, and minimal disruption to school operations.

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

FISCAL IMPACT:

Not to Exceed: \$20,000.00 – 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 ##26-38 with Ely Jr’s Pumping, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-38, Ely Jr's Pumping, Inc. \(4 Pages\)](#)
[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

ELY JR'S PUMPING INC.

SEPTIC PUMPING SERVICE FEES:

AS OF MARCH 13, 2026

SERVICE TRUCK CHARGE: \$385.00 PER TRUCK

PLUS \$0.14 PER GALLON. MINIMUM 1000 GALLONS

FOR A MINIMUM SERVICE CHARGE OF \$525.00.00 PUMPING UP TO 1000 GALLONS OR LESS

SEVICE FEE INCLUDES 30 MINUTES OF TIME & 30FT. OF HOSE

(MAX CAPACITY: 2500 GALLONS PER TRUCK)

\$2.00 PER MINUTE AFTER FIRST 30 MINS. & \$10.00 EACH ADDL' 30 FT. OF HOSE

PAYMENT IS REQUIRED ON THE SAME DAY OF PUMPING SERVICE

Up to 1000 gallons	\$ 525.00
1001 to 1100 gallons	\$ 539.00
1101 to 1200 gallons	\$ 553.00
1201 to 1300 gallons	\$ 567.00
1301 to 1400 gallons	\$ 581.00
1401 to 1500 gallons	\$ 595.00
1501 to 1600 gallons	\$ 609.00
1601 to 1700 gallons	\$ 623.00
1701 to 1800 gallons	\$ 637.00
1801 to 1900 gallons	\$ 651.00
1901 to 2000 gallons	\$ 665.00
2001 to 2100 gallons	\$ 679.00
2101 to 2200 gallons	\$ 693.00
2201 to 2300 gallons	\$ 707.00
2301 to 2400 gallons	\$ 721.00
2401 to 2500 gallons	\$ 735.00
2501 to 3500 gallons	\$ 1,260.00
3501 to 4000 gallons	\$ 1,330.00
4001 to 4400 gallons	\$ 1,386.00
4401 to 4500 gallons	\$ 1,398.00
4501 to 5000 gallons	\$ 1,470.00
5001 to 6000 gallons	\$ 1,995.00
6001 to 6500 gallons	\$ 2,065.00
6501 to 7000 gallons	\$ 2,135.00
7001 to 7500 gallons	\$ 2,205.00
10,000 gallons	\$ 2,940.00
15,000 gallons	\$ 4,410.00
20,000 gallons	\$ 5,880.00

24 Hr. Emergency. Svc. Fee: \$250.00 (if a Truck is Available) plus Pumping Service Cost

***\$90.00 cancellation Svc. Fee if Driver Arrives & There is No Access to Pump**

OR

If Driver Is Asked Not to Provide Service as Scheduled/Requested

ALL MAJOR CREDIT CARDS ACCEPTED (convenience fee applies)

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #26-39 – First Fire Systems, Inc. (Pifko/Bennett)

First Fire Systems, Inc. will provide service and repair for the Edwards Fire Alarm panel at Elm School. This specialized fire protection work requires licensed C-10/C-16 technicians, proprietary diagnostic equipment, and strict compliance with fire and life safety regulations. District staff do not possess or maintain the required certifications or specialized tools necessary to perform this work.

Term of Agreement: July 1, 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 ##26-39 with First Fire Systems, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-39, First Fire Systems, Inc. \(4 Pages\)](#)
[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



6000 Venice Blvd
 Los Angeles, CA 90034-2233
 323-456-2000
 323-761-5254
 service@ffstech.com

Estimate 27203
 3/10/2026
 Prepared by: Abby Obcemea

Customer
Oxnard School District 1055 South C Street Oxnard, CA 93030 805-385-1514 x2502

Service Location
Oxnard School District 1055 South C Street Oxnard, CA 93030

Item(s)				
Qty	Name	Description	Rate	Amount
1	Service Rates: SRV-A	Estimate Cost for Labor & Material (including shipping and sales tax) for one year, not to exceed \$10,000.00.	\$10,000.00	\$10,000.00

Subtotal	\$10,000.00
Tax	\$0.00
Total	\$10,000.00

Notes

SCOPE OF WORK:
 1 Yr Contract - service rates below

SERVICE RATES (Normal Working Hours from 7:00 AM to 3:00 PM):

During the course of the Year, our Service Rates to service/repair your Fire Alarm is shown in the following table:

- 0 - 40 Hours to be Invoiced at \$150.00/Hr.
- 41- 80 Hours to be Invoiced at \$125.00/Hr.
- 81-160 Hours to be invoiced at \$120.00/Hr.
- >160 Hours to be Invoiced at \$115.00/Hr.

There will be a minimum (3) Hour Service Call time charge on all Service Calls (that includes Travel Time. Travel time may be needed to pick up parts at our Warehouse or the Parts Supplier).

SERVICE RATES (Overtime Rates):

- Service Work after 3:00 PM or before 7:00 AM, to be invoiced at \$195.00/ Hr. (3) Hour Minimum.
- Service Work on Weekends or Holidays to be invoiced at \$250.00/Hr. (3) Hour Minimum.

Note: The above rates don't apply on Annual Testing/Inspection, Preventative Maintenance or any Sub work. Please contact First Fire Systems, Inc. for pricing, if needed.

TRUCK CHARGE:

For all service calls, there will be a \$30.00/ day/ truck. Some work may require two Technicians to work on.

EXCLUSIONS AND CLARIFICATIONS:

1. Patching and Painting are not included in this proposal.

2. Any additional insurance above First Fire Systems, Inc., standard coverage (i.e. additional insured, waivers of subrogation, etc.).

Terms:

Proposal is valid for thirty (30) days. Price is subject to change. If past this date please contact First Fire Systems, Inc. prior to signing.

Any outstanding invoices will need to be paid before work is performed. All payments not received within thirty days (30) of the invoice date shall be considered past due and be subject to a 1½% penalty. At sixty (60) days past due the account will be forwarded to collections.

Please issue a signed authorization or purchase order as your approval for the above scope of work. First Fire Systems, Inc. cannot commence with any work or order of the relevant materials until a signed authorization or purchase order authorizing funds has been received.

If you have any questions regarding this proposal, please feel free to contact me at (323) 456-2000.

Estimate is valid for 30 days

Terms

Net 30

Customer Signature:

Date

Customer Printed Name:

Purchase Order Number

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #26-40 – Greene Tree Care (Pifko/Bennett)

Greene Tree Care will provide professional services for tree trimming, tree removal, stump grinding, brush clearance, and arborist consultation. This work involves high-risk activities, including high-elevation tree trimming, that require specialized certifications, equipment, and expertise not maintained in-house by OSD grounds staff. District personnel do not possess the necessary training, tools, or operator licenses required to safely and compliantly perform this work in accordance with Cal/OSHA standards. The scale of these projects may exceed internal staffing capacity and could disrupt routine grounds maintenance operations.

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

FISCAL IMPACT:

Not to Exceed: \$30,000.00 – 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 #26-40 with Greene Tree Care.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-40, Greene Tree Care \(4 Pages\)](#)
[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.

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- 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;
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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



GREENE TREE CARE

83 Dawson Drive
Camarillo, CA 93012
(805) 484-9900
(805) 384-8503 FAX
License No. 967652

Proposal No. 28815

Date 03/13/2026

Date Accepted

Name Oxnard School District
Address c/o Marcos Lopez
1055 South C Street
Oxnard, CA 93033

Job Site:

Home No: (805) 385-1514 ext. 2502

Email: m6lopez@oxnardsd.org

Work Phone:

Cell Phone:

We are pleased to submit the following response to the request for proposal:

BLANKET PO FOR SCHOOL YEAR 2026-2027

NOT TO EXCEED \$30,000.00

INCLUDING BUT NOT LIMITED TO TREE TRIMMING, TREE REMOVALS, STUMP GRINDING, BRUSH CLEARANCE, ARBORIST CONSULTATION.

Important Notice: Due to the nature of stump grinding, we are not responsible for damage which may occur to underground lines, pipes, irrigation, or wiring systems of any kind.

Please sign below and return for approval

We propose to furnish material and labor in accordance with the above specifications for the sum of:

\$30,000.00

Terms: UPON COMPLETION

Office Approval/ Estimator: CHRISTA/JOHN

Client Signature: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #26-41 – Durbiano Fire Protection (Pifko/Bennett)

Durbiano Fire Protection will provide inspection, testing, maintenance verification, certification, and reporting services for fire sprinkler and kitchen hood fire suppression systems throughout the Oxnard School District.

This Agreement is intended to secure specialized fire protection services that require licenses, certifications, and technical expertise not maintained by District personnel.

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

FISCAL IMPACT:

Not to Exceed: \$48,228.00 – 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 ##26-41 with Durbiano Fire Protection.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-41, Durbiano Fire Protection \(4 Pages\)](#)
[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



Durbiano Fire Protection
 P.O. Box 52
 Ventura, CA 93002
 f (805) 966-4234
mail@durbianofire.com

PROPOSAL

TO:

Oxnard Schools
c/o Marcos Lopez
(805) 385-1514
m6lopez@oxnardsd.org

DURBIANO CONTACT INFORMATION

Troy Gibson
805-907-8402
troy@durbianofire.com

JOB DESCRIPTION

Not to Exceed Proposal Expires June 30, 2027
Includes inspection and repairs of fire sprinkler systems on quarterly basis
Includes semi-annual inspections of hood fire systems
Includes fire hydrant flow testing when required

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Sprinkler - Inspections	\$24,252.00
Kitchen Hood Fire Systems - Semi Annual	\$8,976.00
Hydrant Flow Test and Repair Buffer	\$15,000.00
TOTAL NOT TO EXCEED	\$48,228.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum noted above. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

PAYMENT TO BE MADE AS FOLLOWS:

net 30

 Troy Gibson
 PREPARED BY

 4/23/26
 DATE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 SIGNATURE

 DATE

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-42 – Document Shredding Specialists (Pifko/Reyes)

Document Shredding Specialists will provide equipment and services for the secure collection and destruction of the Client’s Confidential Materials at all district sites. The company will collect these materials on a mutually agreed-upon schedule and destroy them either onsite or offsite using mechanical shredding devices. Upon completion of the destruction process, Document Shredding Specialists will issue a Certificate of Destruction at the Client’s request. The Client also reserves the right to inspect the destruction process at any time through an authorized representative.

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

FISCAL IMPACT:

Not to Exceed: \$10,000.00 – Will be charged to end user’s budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Agreement #26-42 with Document Shredding Specialists.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-42, Document Shredding Specialist \(4 Pages\)](#)
[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:
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 - 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.

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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
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- 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
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 - 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.

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Scope of Services

Department: District Office -001 Service

Frequency: 4 weeks

Shredding Rates:

- (13) 64 Gallon Bins..... \$140.00
 - Additional Bin.....\$10.00
- (13) 32- Gallon Console.....\$130.00
 - Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Facilities -630

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32 Gallon Console..... \$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Transportation-620

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Warehouse-003

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

mlazaro@shreddingspecialist.com

CONFIDENTIAL



Department: San Miguel School-059

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Dennis McKinna School -054

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Christa McAuliffe School-053

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Elm Street School-040

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Emilie Ritche School-066

Service Frequency: 8 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

mlazaro@shreddingspecialist.com

CONFIDENTIAL



Department: Marina West School-052

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Norma Harrington School-044

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Norma R. Brekke School-057

Service Frequency: 8 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Ramona School-056

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Rose Avenue School-058

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50



Department: Sierra Linda School-069

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Cesar Chavez School-048

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Driffill School-038

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Lemonwood School-051

Service Frequency: 4 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Thurgood Marshall School-055

Service Frequency: 8 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

mlazaro@shreddingspecialist.com

CONFIDENTIAL



Department: Bernice Curren School-036

Service Frequency: 4 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Juan Lagunas Soria-032

Service Frequency: 8 weeks

Shredding Rates:

- (1) 64 Gallon Bins..... \$20.00
 - Additional Bin.....\$10.00
- (1) 32-Gallon Console.....\$10.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Kamala School-050

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Fremont Academy of Env. Science and Innov Design-042

Service Frequency: 4 weeks

Shredding Rates:

- (3) 64 Gallon Bins..... \$40.00
 - Additional Bin.....\$10.00
- (3) 32-Gallon Console.....\$30.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50

Department: Frank Academy of Marine Science and Engineering-041

Service Frequency: 8 weeks

Shredding Rates:

- (2) 64 Gallon Bins..... \$30.00
 - Additional Bin.....\$10.00
- (2) 32-Gallon Console.....\$20.00
 - Additional Console.....\$10.00
- Destruction Banker Boxes.....\$3.50



Department: Dr. Manuel M. Lopez Academy of Arts and Sciences-046

Service Frequency: 8 weeks

Shredding Rates:

- **(2) 64 Gallon Bins..... \$30.00**
 - Additional Bin.....\$10.00**
- **(2) 32-Gallon Console.....\$20.00**
 - Additional Console.....\$10.00**
- **Destruction Banker Boxes.....\$3.50**

Scope of Services

- **Equipment Delivery & Setup Free**
- **Service Calendar Provided**
- **Certificate of Destruction at No Cost**
- **First Service is Waived**
- **No Rental Fee**
- **No Hidden Fees**

Document Shredding Specialist:

Name: _____

Signature: _____

Title: _____

Date: _____

Oxnard School District:

Name: _____

Signature: _____

Title: _____

Date: _____



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #26-43 – Aspiranet – Ventura County Office of Education/SELPA (DeGenna/Jefferson)

Aspiranet will provide Special Education services on an “as needed” basis, as outlined in students’ Individualized Education Programs (IEPs). Services may include individual counseling and therapy, behavioral intervention and support, crisis management and de-escalation training, and family training and support.

Aspiranet is a recognized provider of behavioral health, educational support, and family services throughout California, offering comprehensive services tailored to students’ diverse learning, behavioral, and social-emotional needs.

These services will be provided on an “as needed” basis to support the evolving mental health needs of students within the Oxnard School District. This request also reflects a transition in service delivery following IEP team discussions regarding two specific student cases and unique family circumstances. Due to the longstanding relationships established with these students and families, the district recommends this transition to ensure continuity of care and responsive, individualized support.

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

FISCAL IMPACT:

Not to Exceed: \$110,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #26-43 with Aspiranet – Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-43, Aspiranet \(VCOE-SELPA\) \(19 Pages\)](#)

OSD AGREEMENT #26-43

MEMORANDUM OF UNDERSTANDING BETWEEN ASPIRANET, LOCAL EDUCATIONAL AGENCY, AND VENTURA COUNTY OFFICE OF EDUCATION / SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S SPECIAL EDUCATION MENTAL HEALTH SERVICES

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2026, by and among the Local Educational Agency (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

Whereas, VCOE/SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education, in accordance with the Individuals with Disabilities Education Act (IDEA) and pursuant to Education Code sections 56195 *et seq.* and 56205.

Whereas, LEA may and does contract with CONTRACTOR for the provision of educationally related mental health services, specifically for Collaborative Educational Supports (COEDS), to students pursuant to individualized education programs.

Whereas, SELPA is part of the VCOE which is the responsible local agency to perform functions such as receipt and distribution of funds, provision of administrative support and coordination of implementation of the local plan, pursuant to Education Code section 56195.1(c)(2).

NOW, THEREFORE, it is agreed as follows:

1. ARRAY OF SERVICES

CONTRACTOR will provide Collaborative Educational Supports (COEDS) which is Educationally Related Social Emotional Services to LEA students as determined by their IEP team and who have needs that interfere with the student's ability to access their Free and Appropriate Education (FAPE). COEDS is not a "stand alone" service, and is intended to supplement Educationally Related Social Emotional Services (ERSSES) by addressing the target behavior(s) or symptom(s) that are jeopardizing the student's access to their FAPE in collaboration with school staff. These behaviors require one-to-one assistance and may put the student at risk of residential treatment services. COEDS is an intensive one to one, face to face, treatment intervention.

2. POPULATION/CACHEMENT AREA TO BE SERVED

COEDS 1, 2 & 3: Students who attend LEA members within the Ventura County SELPA including charter schools who are having difficulty accessing FAPE and who are authorized for services by the IEP team. Includes all school districts within Ventura County and Las Virgenes Unified School District.

3. CLIENT DESCRIPTION/CHARACTERISTICS

COEDS 1, 2 & 3: All Ventura County LEA students who receive SES services, under the age of 22, and have not yet obtained a regular high school diploma, who meet any of the following criteria:

- Student with academic challenges related to behavioral or attendance difficulties
 - Student with academic difficulties due to issues/stressors at home.
 - Student with poor peer interactions/relationships.
 - Student and their families at risk of SARB action.
 - Student at risk of residential placement.
- o **COEDS OPTION 1:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive behavioral services to address student behavioral challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals. COEDS Option 1 is staffed by a Program Manager who is either licensed with the Board of Behavioral Science (BBS) or holds a BCBA credential and one or more Behavioral Specialists with a bachelor's degree in a related field. Behavioral Specialists will be trained to provide COEDS Option 1 services, and will be known as the Youth Partner.
- o **COEDS OPTION 2:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive Community Based services (home, school, etc.) to ameliorate the home and family challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals.

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a Family Case Manager who has a master's degree in psychology, Counseling or related field and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

- o **COEDS OPTION 3:** COEDS Option 3 services are more intensive and may be longer term than Option 2 but provide similar Community Based services, addressing needs of both student and family that keep the student from accessing their FAPE and from meeting their social/emotional IEP goals. The team includes: 1.) a Family Case Manager who has a master's degree in psychology, Counseling or related field 2.) a Parent Partner, and 3.) a bachelor's level Youth Partner.

*After hours On-Call Support services for Option 2 & 3 students at \$150 per student as utilized.

4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION

All services must be coordinated with ongoing SES offered in the school setting. If this is not the case, services must be approved by LEA Special Education Director or designee as assigned. All services must be specified in the IEP.

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit a COEDS authorization form to Aspiranet COEDS with LEA.

5. COEDS SERVICE OPTIONS

COEDS OPTION 1

1. PROGRAM GOALS:

- To provide the student and/or family with skills to effectively manage the behavior/s or symptom/s that are barriers to the student accessing their FAPE; and to implement and support the interventions, reinforcement and teaching of positive replacement behaviors specified in the Behavior Intervention Plan (BIP)/Comprehensive Behavior Intervention Plan (CBIP) in the home and community.

2. INTERVENTION STRATEGIES:

- Teach/support student in using coping strategies to reduce impulsive behaviors.
- Teach/support student in using appropriate responses to stressful situations.
- Assist in the implementation of the BIP/CBIP at home (helping parent implement interventions, contingencies and reinforcement).
- Support regular school attendance.
- Teach and support student in use of pro-social skills and community competencies.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued.

3. TREATMENT SERVICES:

- Mode of service: Community Based Services.
- Contracted units of service by type:

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2026-2027 (July 1 -June 30)	COEDS 1	4-5 With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:
 - Making contacts with family members, caregivers, mental health providers, school

officials/teachers, and other significant people in the life of the students; and

- Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the problem behaviors.
- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner Clinical Supervisor Lead Youth Partner (Supervisor) COEDS Program Manager	<p>Youth Partner will begin individual meetings with student at the frequency determined by the IEP team from 1-2 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</p> <ul style="list-style-type: none"> • Youth Partner will provide behavioral interventions to support the BIP/CBIP. <p>Monthly reviews of progress will be conducted in collaboration with COEDS staff members, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</p> <ul style="list-style-type: none"> • At end of hours specified on IEP, if COEDS staff believe the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed. • Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager. • Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent. 	120 days *longer with approval of extension

Data Entry, Orientation and Discharges: The CONTRACTOR will be responsible for entering into a tracking system, within 72 hours of occurrence, Student Information, Orientation and Discharge documentation as well as documentation of services provided.

Procedure for COEDS 1 Referral and Authorization

1. Intensive School Based Therapist and School District Staff complete COEDS Student Profile and forward to Aspiranet with Referral Consent form, a copy of the student's most recent IEP with Social/Emotional IEP goals, the student's Psychoeducational report including SES assessment, three months of IEP progress reports, student's BIP, and if applicable, a copy of the Intensive School Based Therapist's Individual Services Support Plan (ISSP).
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. If agreed by team, IEP to specify number of hours of each COEDS service. COEDS is included in the Offer of FAPE.
5. Initial COEDS meeting scheduled with the family at IEP meeting.
6. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with cc/ to LEA.
7. COEDS will assign the case to COEDS Options 1 staff. Aspiranet COEDS will offer an orientation meeting on the start date specified on the IEP and will create the Implementation plan with the COEDS Clinician. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
8. Aspiranet COEDS will complete a COEDS Monthly Review form for each of the students. The Intensive School Based Therapist, Special Education Case Manager, COEDS Clinician, the student, their family/guardian and the Behavioral Specialist will meet monthly to review student's progress with IEP goals. The review form is to be maintained in the student's Aspiranet chart and a copy is given to the Special Education Case Manager to be kept in student's file.
9. Aspiranet COEDS will provide a monthly service log to District Administrator.
10. Services may not be less than the amount specified on the IEP.
11. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Satisfaction Survey and three month IEP progress reports). These procedures shall be completed during the initial orientation and at final meeting with the family.
12. Upon completion of specified hours of service, a service summary discharge form will be completed and submitted to the COEDS Program Manager.
13. Aspiranet COEDS to submit copy of discharge summary to LEA Special Education Director and/or designee as assigned.

14. Aspiranet COEDS will submit Service Logs, documenting hours of each service, to School District Special Education Director and SELPA Associate Superintendent monthly.

COEDS OPTION 2 & 3

1. PROGRAM GOALS:

To provide the family and student with the education and skills to ameliorate the challenges facing the student in accessing their FAPE

COEDS services cannot be provided solely:

- For the convenience of the family or other caregivers, physician, or teacher;
- To provide supervision or to assure compliance with terms and conditions of probation;
- To ensure the student's physical safety or the safety of others, (e.g., suicide watch); or
- To address conditions that are not part of the student's mental health condition or do not support the student's access to FAPE

COEDS services are not for:

- Students who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day;
- Students who are not likely to be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.

2. INTERVENTION STRATEGIES:

- Assist family in finding strategies and supports for a more stable parent-child relationship and home life.
- Teach student and family conflict resolution skills.
- Model and support parent/child communication skills.
- Assist families in supporting regular school attendance.
- Teach student skills to use in the school environment that support more successful academic and social experiences.
- Assist families in identifying and accessing community resources which can help them in supporting their child.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued, and provide a two month follow up period to provide support as needed.

3. TREATMENT SERVICES:

- Mode of Service: Community Based Services.
- Contracted units of service by type.

Service Year FY 2026-2027 (7/1/26 – 6/30/27)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	Approx 9- 12+ Months	Parent Support Social Work Services Behavioral Interventions

*Unit of service calculated by cost of team/student

- Location: Community based as determined by the needs of the family and child. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and child and may include nights at minimum of minutes specified in the IEP.
- Three important components of delivering COEDS 2 and 3 services include:
 - Developing a Family Support plan in collaboration with the Student and student's parents/guardian. The plan clarifies needs not being met that keep the student from meeting social/emotional IEP goals and identifying interventions and supports that will be used to address the social/emotional IEP goals.
 - 24/7 On-call Support Services to be specified on the student's IEP if needed, or to be added after consultation between COEDS Program Manager and LEA Administrator.
 - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the student.

Option	Staff Assigned	Service Provided	Avg. Duration
Option 2	Parent Partner Family Case Manager Lead Parent Partner Lead Family Case Manager Clinical Supervisor Program Manager	<ul style="list-style-type: none"> • Development of Family Strengths Assessment • Development of Safety and Crisis Plan and resources • Development of Comprehensive Individualized Family Support Plan • Follow through with all team members on implementation of social/emotional IEP goals • Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month) • Provide support for family with accessing community based supports and resources • Provide support for family with coordination of service providers • Foster the inclusion of informal supports • Develop parenting skills • Provide parenting education • Assist parents in understanding and coping with the special needs of their child and providing parents with information about child development • Connect student with educational, behavioral, and vocational community supports and resources • Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA 	6-8 months *based upon IEP team decision

Option	Staff Assigned	Service Provided	Avg. Duration
Option 3	Parent Partner Family Case Manager Youth Partner* *(to provide implementation of behavioral interventions) Lead Youth Partner Lead Parent Partner Lead Family Case Manager Clinical Supervisor Program Manager	<ul style="list-style-type: none"> • Develop Family Strengths Assessment • Develop Safety and Crisis Plan and resources • Develop Comprehensive Individualized Family Support Plan • Follow through with all team members on social/emotional IEP goals • Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month) • Foster the inclusion of informal supports • Develop parenting skills • Provide behavioral interventions in the home/community to be supplemental to those provided in school and as agreed upon by Special Education Case Manager, Intensive School Based Therapist, student and family and COEDS team monthly at scheduled School FST • Provide parenting education • Assist parents in understanding the special needs of their child and providing parents with information about child development • Support student with educational, behavioral, and vocational community supports and resources • Assist family in accessing community-based supports and resources • Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA. 	8-12 months *based upon IEP team decision

Procedures for COEDS Option 2 & 3 Referral and Authorization

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, most recent IEP progress reports, Individual Services Support Plan (ISSP), most recent psycho- educational assessment report including ERSSES Assessment, and COEDS Authorization form
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP, but there are no minimum hours of service.) An end date is recommended. COEDS services are noted in the Offer of FAPE.
5. An initial contact will be attempted within 72 hours of services being added to student's IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager, and or District Representative, if unable to make contact.
6. COEDS will assign the case to COEDS Options 3 staff. Aspiranet COEDS will offer an orientation meeting on the start date specified on the IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
7. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
8. Aspiranet COEDS shall develop a strength-based family support plan within 60 days of orientation. The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
9. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.
10. Aspiranet COEDS shall provide a summary of the weekly minutes from the Family Support Team Meetings to Special Education Case Manager on a monthly bases to be placed in the student's file.
11. Aspiranet COEDS to provide the number of hours of Social Work Services and Behavioral Intervention Services as specified on the IEP.

12. If Aspiranet COEDS feels additional hours are needed, will communicate with Special Education staff about convening an IEP meeting to discuss the need. IEP will be revised if agreed upon by team.
13. Parent supports will be provided weekly.
14. IEP will convene every 6 months to review COEDS services.
15. Aspiranet COEDS representative to attend all IEP meetings.
16. Aspiranet COEDS shall establish and implement procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse and neglect. Such compliance is required even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions code, to report such abuse or neglect.
17. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Matrix Scale, three month IEP progress reports and Satisfaction Survey). These procedures shall be completed during the initial orientation and at final meeting with the families.
18. When IEP team agrees services are no longer needed, a service summary discharge form is to be completed and submitted to the LEA Special Education Director and/or designee as assigned and the Associate Superintendent.
19. Service Logs, documenting hours of each service, will be forwarded to special education Case Manager and School District Administrator.

6. FUNDING OF SERVICES

- a) **LEA** agree to reimburse **CONTRACTOR** for the provision of all **COEDS** services which it provides pursuant to a student's individualized education program.
- b) **Payment and Expenses.** All payments due to **CONTRACTOR** are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between **VCOE/SELPA** and **LEA**.
- c) **MEDI-CAL FUNDING**
- d) If the student is Medi-Cal eligible, **Aspiranet COEDS** will bill Medi-Cal units to offset the costs for **LEA** up to maximum **EPSDT** funded amount. Example of Medi-Cal services possibly billed include: Case Management, Collateral and Rehabilitation services.
- e) If the student is Medi-Cal eligible, the initial entry and admission into the system will be done by **Aspiranet COEDS** using the **Aspiranet Medi-Cal EHR** and/or the 3rd party billing system utilized by the school district. If initial admission was done already by another agency or school district, an update to the existing data will be done by **Aspiranet COEDS**.
- f) If Medi-Cal eligible, the discharge will also be entered into the Electronic Medi-Cal records by **Aspiranet COEDS** using the.
- g) **Aspiranet COEDS** shall comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
- h) Any service provided by **Aspiranet COEDS** will be entered into the system within 72 hours of service provision.

7. SCHEDULE OF FEES

COEDS 1: Children/youth in Option 1 services will be invoiced at a rate of **\$545.49** per week, reflecting the cost of ten hours per week for an assigned Youth Partner and a proportional cost of clinical supervision across all Option 1 clients.

COEDS 2 and 3: The cost of services described below per student in each Option.

Staff Type	Unit type	Cost per unit type
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students) Per student cost	\$746.46/week per student
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students) Per student cost	\$957.00/week per student
24/7 On-Call Support Services *as needed		\$150.00 per on-call support event

8. BILLING & PAYMENT PLAN

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.
- o Each LEA will pay the CONTRACTOR within 30 days of the invoice date, which will be issued by the 15th day of the next month after services is provided at the address associated on the invoice.
- o The LEA invoices will include a detailed list of each client, tier of service and rate. The invoice will include an aggregate offset in the amount of the monthly Medi-Cal services provided for the clients in the school district as stipulated in Section 6. FUNDING OF SERVICES.

9. NON ENGAGEMENT

Aspiranet COEDS staff will inform school districts of clients/families that are not engaged in services through submission of Service Logs, during monthly SFST meetings, and monthly Regional meetings. During this time, all assigned staff members and/or identified COEDS staff member will continue to reach out to the clients/families to offer services, attend IEP meetings, and collaborate with the school team and school district. After 30-days of consistent non-engagement (i.e., not agreeing to meetings, not returning communication) that is not due to illness, vacation, or hospitalization, the school district will decide if they wish to: 1) continue to have all assigned staff members continue to attempt to engage client/caregivers in service weekly and document their attempts (continue weekly rate identified based on Option), 2) continue to have one staff member attempt to engage client/caregiver in service weekly, document attempts and remove any remaining assigned staff from case (\$150 a week cost), or 3) remove client from COEDS service and reassign all staff assigned to case (no longer bill for client). If the client had previously been removed from services and requests to re-engage in services, staff will be assigned to the client with attempt to reassign team members if they are available and the client/family prefers.

10. REPORTING REQUIREMENTS

Aspiranet COEDS shall submit cumulative performance reports to the LEA Contract Monitor to be presented to the ERSSES Oversight Committee and/or Regional Meetings.

11. MEETINGS/COMMUNICATIONS

- o The Primary Contact is the LEA Special Education Director or designee and the Director of Personnel Development Ventura County SELPA. The Director shall meet twice monthly with VCBH Designated Contract Monitor and Aspiranet COEDS representatives for the contract term. The purpose of these meetings shall be collaborative case management and problem-solving on behalf of the LEAs.
- o Monthly Regional meetings will be held at the discretion of the SELPA and LEAs.

12. DESIGNATED CONTRACT MONITOR

SELPA Associate Superintendent will meet as needed with Aspiranet Management to oversee implementation of the contract, discuss contract issues, evaluate contract usage and effectiveness, discuss possible expansion of COEDS program, and make recommendations for contract modifications as needed and agreed upon by both the Contract Monitor and the Aspiranet COEDS.

13. PRIVACY

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

14. STUDENT DATA PRIVACY

CONTRACTOR, VCOE/SELPA and LEA acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the VCOE/SELPA pursuant to compliance with all applicable statutes, including the FERPA, Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h; Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, Student Online Personal Information Protection Act (SOPIPA) found at California Business and Professions Code section 22584, AB 1584, found at the California Education Code Section 49073.1 and other applicable California State laws which may be amended from time to time.

15. INDEMNIFICATION

To the fullest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless VCOE/SELPA, and LEA its governing board, officers, administrators, managers, agents, employees, independent CONTRACTORS, subcontractors, consultants, and/ or volunteers from and against any and all, claims, demands, costs, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or those of any of its officers, agents, employees, participants, vendors, customers, or subcontractors of the CONTRACTOR, whether such act or omission is authorized by this MOU or not. CONTRACTOR also agrees to pay for any and all damages to real and personal property of the VCOE/SELPA and LEA, or loss or theft of such property, or damage to the property done or caused by such persons. VCOE/SELPA and LEA assumes no responsibility whatsoever for any property placed on VCOE/SELPA and LEA premises by CONTRACTOR, CONTRACTOR agents, employees, participants, vendors, customers, or subcontractors. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/SELPA and LEA. The provisions of the indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the VCOE/SELPA and LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This indemnification provision shall survive the term of this MOU and is in addition to any other rights or remedies that CONTRACTOR, VCOE/SELPA or LEA may have under law and/or the MOU.

16. REQUIRED INSURANCE

- a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that CONTRACTOR is legally self-insured for its general liability, property damage, and abuse and molestation risk for one million dollars (\$2,000,000.00) per occurrence and two million dollars (\$4,000,000.00) aggregate. CONTRACTOR's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the CONTRACTOR or its Providers or any person acting for the CONTRACTOR or under the CONTRACTOR'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this Agreement.
- b. Workers Compensation Insurance: CONTRACTOR is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance covering its Providers in the following amounts:
 - Mental Health Services: \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate**
- d. Automobile Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. CONTRACTOR will provide to VCOE annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with VCOE on or before commencement of Services under this Agreement.
- g. VCOE Named as Additional Insured. CONTRACTOR'S and any and all of its Provider's commercial general liability insurance shall name VCOE, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by CONTRACTOR and its Providers for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Agency and Provider for all claims made.

- i Failure to Procure Insurance. Failure on the part of CONTRACTOR or its Providers to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Agreement.

17. LEGAL FEES

In the event CONTRACTOR and/or its Agency is named as a party to a due process hearing, LEA will pay for the legal fees incurred by CONTRACTOR and/or its Agency.

18. NON-EXCLUSIVITY

During this term of this MOU, VCOE/SELPA and LEA may, independent of its relationship with CONTRACTOR, and without breaching this MOU or any duty owed by CONTRACTOR, contract with other individuals and entities to obtain the same or similar services as CONTRACTOR and its Providers are rendering for VCOE/SELPA and LEA's.

19. INTEGRATION

This MOU represents the entire understanding of VCOE/SELPA, LEA and CONTRACTOR as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by all parties hereto.

20. LAWS AND VENUE

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

21. FORCE MAJEURE

In the event that the delay or failure of a Party to comply with any obligation created by this MOU results from force majeure, all obligations of both Parties under this MOU shall be suspended for so long as the force majeure condition continues. If the delay or failure caused by such force majeure condition shall continue for more than thirty (30) days, either Party shall have the right to terminate this MOU by giving notice to the other Party of its election to terminate, without thereby incurring any obligation to compensate the other Party. For the purposes of this MOU, the term "force majeure" shall mean any event beyond the control of either of the Parties, including, without limitation, fire, flood, geological disaster, riots, strikes, epidemics, war (declared or undeclared, and including the continuation, expansion, or new outbreak, of any war or conflict in effect as of the date of execution of this MOU), embargoes, and governmental actions or decrees, whether or not made as a result of war.

22. THIRD PARTY RIGHTS

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than VCOE/SELPA, LEA and CONTRACTOR.

23. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

24. TERM

This MOU shall be in effect from July 1, 2026, through June 30, 2027. This MOU shall terminate as of the close of business on June 30, 2027. However, this MOU may be extended by mutual written agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

25. DISPUTE RESOLUTION

CONTRACTOR, VCOE/SELPA and LEA agree that the following process will be used to address disputes on the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2026, and for any extension of this MOU beyond June 30, 2027, CONTRACTOR, VCOE/SELPA and LEA will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding CONTRACTOR, VCOE/SELPA and LEA mediation. The parties will use the following process:

- a) A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party and the mediator.
- b) If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the mediator be contacted to schedule a mediation-between the agencies.
- c) No later than thirty (30) calendar days after mediation a resolution plan between the two agencies will be developed.
- d) The responsible CONTRACTOR, VCOE/SELPA and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e) The costs for this service shall be shared equally between the CONTRACTOR, VCOE/SELPA and LEA.

26. IMPLEMENTATION RESPONSIBILITY

The signatories of this MOU or their designee shall be responsible for assuring the agreements included in this MOU are implemented.

Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any

of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers in the County of Ventura, California.

**OXNARD ELEMENTARY SCHOOL
DISTRICT**

ASPIRANET

BY

BY

(authorized signature)

(authorized signature)

Melissa Reyes, Director, Purchasing

(print name and title)

(print name and title)

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #26-44 with CDW-G – Cybersecurity (DeGenna/Hubbard)

CDW Government LLC will conduct a cybersecurity assessment of the Oxnard School District's technology systems and security practices. The assessment will evaluate the District's current cybersecurity measures, identify areas for improvement, and assess the District's readiness to prevent, detect, and respond to cyber threats.

Terms of Agreement: June 4, 2026 – June 30, 2027

FISCAL IMPACT:

\$121,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Chief Information Officer and the Superintendent that the Board of Trustees approve Agreement #26-44 with CDW-G.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-44, CDW-G \(15 Pages\)](#)
[Scope of Work \(14 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

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

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

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

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

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

Contract Number _____

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and msandoval@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: _____



STATEMENT OF WORK

Project Name:	Cybersecurity Assessment	Seller Representative: Jon Gentile +1 (818) 2541711 jjg@cdwg.com
Customer Name:	OXNARD SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	
Date:	May 08, 2026	Solution Architect: Scott Rokita
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and OXNARD SCHOOL DISTRICT (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 13, 2024 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

SCOPE OF SERVICES

OBJECTIVES

Customer desires a high-level Gap assessment of their Cybersecurity program to identify areas for improvement activities. Customer wishes to have Maturity reported for each Criteria. At the conclusion of this engagement, Customer expects to be able to identify steps to mature or outline a remediation plan for missing capabilities within their Cybersecurity program.

ENGAGEMENT OVERVIEW

Seller will provide personnel ("Cybersecurity Specialists") to conduct a Gap assessment against the current state of the Customer's environment to ascertain the Maturity of Customer's overall Cybersecurity program. The assessment will leverage the frameworks, standards, and regulations listed in the "EVALUATION CRITERIA" section to compare against the observed current state of Customer's Cybersecurity program. Seller will provide Customer with a report at the conclusion of the engagement.

EVALUATION CRITERIA

In performing the activities in scope for this SOW, Cybersecurity Specialists will leverage the following regulatory mandates and/or industry frameworks (“Criteria”) to establish Criteria for comparison. Criteria as used in this SOW shall be interpreted in the plural unless otherwise clarified in context. When used as either the singular or plural term, Criteria means an individual measure or set of individual measures contained within the source reference.

- National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) v2.0
- Center for Internet Security (CIS) Critical Security Controls (CSC) v.8 IG2

METHODOLOGY

CURRENT STATE ASSESSMENT

Unless otherwise agreed, Cybersecurity Specialists will apply the methods outlined in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53A Revision 5 Section 2.4.2 towards the assessment of Customer systems and documentation, except that Cybersecurity Specialists will not apply the test assessment method where the test will have a predicted adverse impact on production systems. Where security and privacy frameworks lack sufficient documentation regarding Assessment Objectives and/or specified methods, Cybersecurity Specialists will use a best-effort approach to determine if Customer has implemented the individual parts of stated requirements. Before the start of the discovery phase, Cybersecurity Specialists and Customer will agree upon the Criteria, Assessment Objectives, Assessment Objects, and the attributes of Depth and Coverage to be conducted against the specific system Customer desires. The assessment may cover all of the Criteria or only include an applicable subset of the Criteria.

MATURITY ASSESSMENT

Unless agreed upon otherwise, Cybersecurity Specialists will apply a proprietary method guided by the Maturity models listed below towards assessment of Customer Capabilities and Practices. Cybersecurity Specialists will use a best effort approach to discern the individual Maturity against the stated Criteria to achieve a desirable outcome.

- Cybersecurity & Infrastructure Security Agency (CISA) Cyber Resilience Review (CRR)
- Open Group Information Security Management Maturity Model (O-ISM3) v2.0
- Department of Energy (DOE) Cybersecurity Capability Maturity Model (C2M2) v2.0

APPROACH

Cybersecurity Specialists will review the currently implemented Cybersecurity program, collect observations, analyze the results, compare the current state against the identified Criteria, and assign remediation priorities to develop targeted recommendations that are designed to improve the Customer’s overall Gap posture. This engagement will be delivered as follows:

ENGAGEMENT PLANNING

Before or at the project kick-off, Customer shall establish a secure security remote access portal for Cybersecurity Specialists to access the Customer-provided documentation for this exercise, and Cybersecurity Specialists will provide a preliminary Document Request List (“DRL”) that identifies documentation that Customer shall provide to Cybersecurity Specialists for review, if available, as soon as practicable. Cybersecurity Specialists and Customer will negotiate a preferred time for a project kickoff meeting to meet with Customer stakeholders. During the kickoff meeting, the following activities will take place:

- Review the SOW.
- Begin scheduling the tasks of this project.
- Cybersecurity Specialists will ask Customer to identify the required and optional participants to engage in project tasks.
- A method will be agreed upon to identify and initiate tracking for the tasks that need to be completed by the Cybersecurity Specialists during this engagement.

Shortly after the kickoff and no later than one (1) week, the Cybersecurity Specialists and Customer will hold a workshop with a subset of the project stakeholders to match Customer’s participant list to the identified tasks of the project.

DOCUMENTATION REVIEW

Cybersecurity Specialists will gather and review documentation provided to them via the DRL and may ask for additional documents such as:

- Network architecture diagrams.
- A detailed asset inventory.
- Other relevant documents related to the in-scope locations, cloud or third-party services, applications, and assets.

Additionally, any existing information security-related policy and procedure documentation, prior information security assessments, agreements, standards, or other governance documentation may be asked for and reviewed. The asked-for detailed asset inventory shall list all assets, including:

- Assets that store, display, process, or transmit sensitive data.
- Assets providing functional security protection of the sensitive data environment.
- Cloud providers, Software as a Service (SaaS), and external service providers that store, display, process, or transmit sensitive data.

The information gathered will further refine the identification of key stakeholders and associated questions for information-gathering sessions.

ASSESSMENT SCOPE REVIEW

Cybersecurity Specialists will conduct several information-gathering sessions with critical stakeholders and responsible parties of Customer.

- These sessions are critical to understanding key business processes, current information management practices, in-scope technologies, identifying organizational policies and procedures, and documented or undocumented technical controls. This review will allow Cybersecurity Specialists to baseline operations against the Criteria.
- The sessions will also allow for the identification and/or reconfirmation of the data lifecycle, including in-scope assets involved with the collection, storage, processing, or transmission of data in-scope for the Criteria.
- From the information gathered during the activities described in the "DOCUMENT REVIEW" and "CURRENT STATE REVIEW" sections, Cybersecurity Specialists will assist Customer leadership in determining the boundaries that should fall within scope of the Criteria and subject to assessment activities. The goal is to define the assessment boundary such that a certified assessor or auditor would be presumed to agree with the determination for the actual certification or attestation of the target system.

CURRENT STATE REVIEW

Cybersecurity Specialists will prioritize the discovery session(s) so that the discovery phase can be completed with minimal effort (number of sessions, duration, and meeting schedule).

- Related Criteria that are applicable across multiple security organizational functions or pertinent to multiple responsible stakeholders will be identified and scheduled for larger singular sessions.
- Cybersecurity Specialists will evaluate the remainder of the Criteria with only the identified responsible stakeholders.

Cybersecurity Specialists will then collaborate with key stakeholders (identified by Customer and scheduled before the commencing this portion of the engagement) to hold review workshops lasting no more than four (4) hours, in total, to discover gaps against the identified Criteria. In support of the workshops, Customer stakeholders may be asked to gather documents, execute scripts, or collect screenshots for Cybersecurity Specialist's review.

DATA COMPILATION AND REPORT WRITING

Cybersecurity Specialists will analyze the data collected during the discovery workshops to identify the strategic and tactical initiatives that should be considered to improve the overall posture and organizational capabilities supporting the Customer's environment. Data will be analyzed and collected into an easily understood format.

ITEMS PROVIDED TO CUSTOMER

Cybersecurity Specialists will create and present to Customer the following Item(s) described below ("Item") during the project. Item(s) will be developed using templates in Microsoft PowerPoint, Word, Excel, or Visio. Cybersecurity Specialists may also transmit Items to Customer in PDF format to preserve the integrity of the documents.

As of the date of the SOW, the Item(s) Cybersecurity Specialists will present to Customer are:

- Executive Summary
 - Provides a summarization of observations and recommendations using charts and graphs.
 - A review of the approach and methodology used during the engagement.
 - A roadmap that prioritizes and sequences the actions, technologies, and documentation contained in the recommendations.
- Current State Report
 - Provides a detailed review of observations against the Criteria.
 - Provides guidance to assist the organization in prioritizing the recommendations.
 - Provides detailed recommendations to address each observation.
 - Identifies dependencies to sequence suggested initiatives appropriately.
 - Provides Gap indicators for each Criteria evaluated.
- Boundary Assessment Determination
 - A boundary diagram depicting the observed state of Customer's in-scope environment from the following source information provided by the Customer or discovered during the engagement:
 - Network diagram(s).
 - Data flow diagram(s).
 - Previous boundary diagram(s).
 - An asset inventory listing assets that store, process, or transmit sensitive data.
 - An asset inventory listing assets that support data protection on behalf of assets that store, process, or transmit sensitive data.
 - Out of scope assets.

Cybersecurity Specialists will solicit feedback from Customer and update the Items as outlined in the "ACCEPTANCE CRITERIA" section.

ACCEPTANCE CRITERIA

- Each project Item will undergo a maximum of two (2) review cycles before the Item being transmitted to Customer is considered to be in its finalized state.
- Each review cycle includes a period of up to five (5) business days for Customer to review the Item and either accept or reject the Item. Notice will be provided to Seller in writing of Customer's decision. If Customer rejects the Item, Customer must provide feedback to Seller detailing the basis for not approving the Item and the specific changes or revisions that Customer is asking Seller to make.
- Seller will have an additional five (5) business days to revise the Item as directed by Customer.
- If the allotted time expires, and Customer fails to provide written notification of acceptance or rejection with feedback, the Item will be assumed to be accepted as final, negating any remaining review cycles.

FORMAL REVIEW

Following acceptance of all Items, Cybersecurity Specialists will formally present the final Items to key stakeholders and additional identified Customer personnel in a single review session.

PROJECT CLOSURE

At the project's conclusion, a closure meeting will be held with Customer and Cybersecurity Specialists to verify that this engagement's business and technical requirements have been satisfied. If identified through the engagement activities, the Cybersecurity Specialists will present suggested next steps or recommendations to Customer for future action.

OUT OF SCOPE

Services not specified in this SOW are considered out of scope and must be addressed within a separate SOW or Change Order. The following items are explicitly outside the scope to be performed by the Seller under this SOW:

- Technical scans of the Customer's environment.
- Any migration, mitigation, or remediation activities not explicitly included in the "SCOPE OF SERVICES" section.
- A signed attestation or formal statement of compliance.
- Formal training for users, developers, or administrators.
- Direct interaction of Cybersecurity Specialists with any party external to this SOW during the proceedings of an audit or investigation without an additional written agreement between Seller and Customer.
- Release of final Items to any party external to this SOW without the written direction of Customer.

PROJECT-SPECIFIC SELLER RESPONSIBILITIES

- Seller will assign qualified and knowledgeable Cybersecurity Specialists to the project with the skills necessary to execute tasks as dictated by the Services outlined.
- Seller reserves the right to change the Cybersecurity Specialist assigned to the project at Seller's discretion.
- Seller will provide Cybersecurity Specialists during Standard Business Hours based on the Customer-Designated Location(s). Customer should not expect Cybersecurity Specialist to work outside Standard Business Hours. Deviations from the Standard Business Hours are considered a reasonable expense and incur a shift-differential cost as an additional expense to Customer.

"Standard Business Hours" means no more than 8 hours in a single business day, between 09:00 (9 AM) and 17:00 (5 PM), Monday through Friday except for Seller-designated holidays.

PROJECT-SPECIFIC CUSTOMER RESPONSIBILITIES

- Customer will promptly provide documentation as identified during the engagement to Seller.
- The prerequisites listed below, as applicable, must be accomplished before starting the engagement or as the initial tasks of a formal kickoff:

-
- Scheduled interviews, ensuring Customer stakeholder availability.
 - Fulfilled documentation requests.
 - Granted access to Customer applications and environment, approved site access, and other Customer-mandated measures appropriate for the engagement.

Note: If any required prerequisites are not completed by the agreed-upon start date for the activities following the kickoff, the project will be considered delayed, and the terms provided in the "PROJECT HOLDS AND DELAYS" section shall apply.

SENSITIVE DATA

- Customer shall provide a secure read-only portal for Cybersecurity Specialists to access the Customer-provided documentation necessary to execute the Services outlined.

PROJECT-SPECIFIC CONSIDERATIONS

- Seller reserves the right, upon ten (10) business day notice to the Customer, to make staffing substitutions based on required skills and Cybersecurity Specialist availability. Seller shall bear any and all costs associated with such substitutions.
- Customer has the right to request a Cybersecurity Specialist change during the project effort due to performance issues with that Cybersecurity Specialist. Changes shall be initiated through a formal, written request by Customer to Seller to change the Cybersecurity Specialist. Seller shall have ten (10) business days to make the appropriate Cybersecurity Specialist substitution upon request. Replacement of Cybersecurity Specialist will potentially necessitate a Change Order.
- Seller will not store, process, or transmit any information that could potentially contain sensitive information specifically regulated by a governmental body, such as, but not limited to, financial data, Federal Contract Information (FCI), Controlled Unclassified Information (CUI), electronic Protected Health Information (ePHI), Personally Identifiable Information (PII), and personal information.
- The work performed as a part of this SOW is not intended to be used to satisfy third-party audit requirements. Examples of third-party certification audit or assessment requirements include but are not limited to CMS/HHS guidance, FISMA, FedRAMP, and CMMC.
- Seller does not provide legal services or legal advice.
- No attorney-client privilege or attorney work product privilege applies to this engagement.
- Seller will deliver this engagement remotely via video conferencing. Onsite activities are not included in the price; therefore, any travel costs and expenses will be billed separately.
- Before commencing the work outlined in this SOW, Customer will identify the in-scope organizational assets, systems, or enclaves.
- Representative sampling will be defined by the Seller at the Seller's sole discretion.

INDUSTRY REQUIRED DISCLOSURES

Completing all Services outlined does not guarantee that Customer will pass regulatory-mandated audits, attestations, or certifications performed by a qualified and/or certified third party. Examples of regulatory mandates may include, but are not limited to:

- Center for Medicaid Services (CMS) requirement for annual risk management audits of healthcare entities
- Service Organization Controls (SOC) 2 Type 1 or Type 2 Attestations
- Payment Card Industry (PCI) Data Security Standards (DSS) audits performed by Qualified Security Auditors (QSA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Sarbanes-Oxley Act (SOX)
- General Data Protection Regulation (GDPR)
- Gramm-Leach-Bliley Act (GLBA)
- Cybersecurity Maturity Model Certification (CMMC)
 - The CMMC practices and pre-assessment methodologies are subject to change at the discretion of the Department of Defense and the Cyber AB.

PROJECT HOLDS AND DELAYS

Seller and Customer will determine a schedule for work to be performed once execution of this SOW occurs. Seller estimates the project completion to take approximately fifteen (15) weeks (the “Duration”). Seller will use commercially reasonable efforts to complete the Services per the agreed-upon schedule. Seller will not be liable for any delays in performance related to Customer’s failure to fulfill its obligations under this SOW or Customer’s failure to make any facilities or equipment necessary for performance available to Seller. If Customer introduces a delay (an “Impediment”) by failing to meet the terms contained in sections "CUSTOMER RESPONSIBILITIES", "ENGAGEMENT PLANNING", and/or "PROJECT SPECIFIC CONSIDERATIONS", or by impeding Seller’s ability to meet a project milestone or task that causes an Impediment to the Duration, Customer must either:

- Agree to a Change Order for the additional costs of holding the project team's availability during the Customer-introduced delay.
- Address the Impediment within three (3) business days.
- Agree to place the project on hold.

The project will be automatically put on hold if:

- Customer rejects the Change Order.
- Customer fails to reply within three (3) business days of receiving the Change Order.
- Customer fails to resolve the Impediment within three (3) business days of being notified of its existence.

Note: When a project is on hold, Seller may, at its sole discretion, reassign the Cybersecurity Specialists assigned to this project to other projects and invoice Customer for the work completed to date. Cybersecurity Specialists will be assigned back to this Customer project only after Customer completes the interim work necessary to meet the requirement that prompted the delay; such reengagement will be based on the then-current Cybersecurity Specialist's availability. If both parties cannot agree on reassignment timelines, Seller reserves the right to reevaluate further staffing options.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

Associate Project Manager

Seller will assign a project administration resource to perform the following activities within the Scope of the Project:

- Effectively manages project to scope, time and cost expectations.
- Helps ensure project timelines, dependencies, budget and risks are managed effectively and efficiently.
- When a change to a project occurs, the Seller's project change control process will be utilized.
- Facilitates administrative tasks, as necessary.
- Documents and distributes meeting notes/action items

Upon completion of the Services, CDW will submit a Completion Document to Customer. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that CDW failed to substantially complete the Services in accordance with this SOW, Customer will notify CDW in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If CDW does not receive the signed Completion

Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$121,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
SOW Signature	25%	\$30,250.00
After Discovery Interviews	25%	\$30,250.00
Delivery of Draft Items	25%	\$30,250.00
Project Completion	25%	\$30,250.00
Totals	100%	\$121,000.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Oxnard School District	1051 South A Street, Oxnard, CA 93030

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

OXNARD SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

1051 S A ST, ACCTS PAYABLE

OXNARD, CA 93030-7442

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #26-06, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

At the March 25, 2026 Board meeting, the Board of Trustees approved agreement #26-06 with Ventura County Office of Education (VCOE) 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.

Because projected expenditures exceed the original reimbursable amount of \$18,000.00, VCOE has amended the agreement to increase the reimbursable amount to up to \$30,000.00 for transportation, custodial support, and speech and debate coach stipends. Student programs and services remain unchanged.

FISCAL IMPACT:

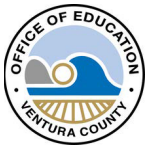
Not to exceed a revised reimbursable amount of up to \$30,000.00 from the Ventura County Office of Education Migrant Education Program to the Oxnard School District.

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 Amendment #1 to Agreement #26-06 with the Ventura County Office of Education, Migrant Education Program.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(3 Pages\)](#)



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 Signature	Date
--	----------------	------

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

Local Educational Agency Approval

LEA Business Office Administrator	Signature	Date
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LEA Special Education Administrator	Signature	Date
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STATEMENT OF WORK

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

Fees (required).

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: June 03, 2026

Agenda Section: Section D: Action Items

Approval to Remove Chavez Sculpture and Paint Over Mural at Chavez Elementary School (DeGenna)

At its March 25, 2026 meeting, the Board of Trustees directed staff to move forward with the process of renaming Cesar Chavez Elementary School. In alignment with that discussion, the Superintendent recommends the removal of the Cesar Chavez sculpture and the painting over of the existing mural located on the Juanita Street side of the school campus.

Upon Board approval, the district will seek to enter into a contract with a company that specializes in the removal of these types of items, and that contract will be presented for Board approval at a future meeting. Following removal, the sculpture will be stored on District property pending future direction regarding its disposition. The painting over of the mural will be performed by district Operations staff at a minimal materials cost.

This agenda item requests Board approval to proceed with the removal of the Cesar Chavez sculpture and the painting over of the existing mural on the Juanita Street side of the school campus.

FISCAL IMPACT:

To be determined. The cost for removal of the sculpture is anticipated to be approximately \$20,000.00, to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the removal of the Cesar Chavez sculpture and the painting over of the existing mural at Cesar Chavez Elementary School campus.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: June 03, 2026

Agenda Section: Section D: Action Items

Consideration of Adoption of Resolution No. 25-16 Board Member Compensation Pursuant to Assembly Bill 1390 (Pifko)

Assembly Bill 1390, effective January 1, 2026, amends Education Code §35120 to significantly increase the allowable monthly compensation for school district governing board members based on average daily attendance (ADA).

Historically, compensation limits had remained unchanged since the 1980s, resulting in outdated stipend levels that did not reflect current governance responsibilities or inflation.

For districts the size of Oxnard School District, the new statutory maximum is \$2,000 per month, representing a substantial increase from the prior cap of \$400 per month.

FISCAL IMPACT:

Not to exceed \$1,200.00 a month per each Board Member – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees adopt Resolution No. 25-16 Approving Board Member Compensation Pursuant to Assembly Bill 1390, approving an increase to \$1,200.00 per month per each Board member effective July 1, 2026.

ADDITIONAL MATERIALS:

Attached: [Resolution #25-16 \(1 page\)](#)

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION NO. 25-16

**RESOLUTION OF THE GOVERNING BOARD OF THE OXNARD SCHOOL DISTRICT
APPROVING BOARD MEMBER COMPENSATION PURSUANT TO ASSEMBLY BILL 1390**

WHEREAS, Education Code sections 35120 and 1000 et seq. establish compensation limits for members of governing boards of California school districts; and

WHEREAS, Assembly Bill 1390 (AB 1390), effective January 1, 2026, revises and increases the maximum monthly compensation amounts that governing boards may authorize for their members based on district average daily attendance (ADA); and

WHEREAS, This new legislative decision identifies Local Education Agencies (LEAs) by Board compensation aligned by student population. The new legislation authorizes Oxnard School board members compensation up to \$2,000 per month for members who attend all scheduled meetings;

WHEREAS, The Oxnard School District has determined that increasing the compensation is a prudent and necessary action to correct for the lengthy time since the last amendment, support the retention of experienced trustees, and broaden the accessibility of the office to a more diverse pool of candidates from all economic backgrounds, thereby strengthening local governance;

WHEREAS, the Governing Board finds that the responsibilities, time commitments, and demands placed upon board members have increased substantially, and that reasonable compensation helps support diverse and equitable participation in board service; and

WHEREAS, the Governing Board further finds that adopting a revised stipend amount within the limits established by AB 1390 is in the best interest of the District and its community.

NOW, THEREFORE, BE IT RESOLVED that beginning July 1, 2026 the Governing Board of the Oxnard School District hereby sets the monthly compensation for each board member at \$1,200 per month.

BE IT FURTHER RESOLVED that this resolution shall be filed with the Superintendent or designee, who is directed to update District policies and administrative regulations accordingly.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District on this 3rd day of June 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Board President

Clerk of the Board

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section D: Action Items

Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Scott Carroll, Assistant Superintendent, Human Resources; Third Amendment to Employment Agreement Between Oxnard School District and Dr. Aracely Fox, Assistant Superintendent, Educational Services; and First Amendment to Employment Agreement Between Oxnard School District and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services (DeGenna)

The Superintendent recommends that the Employment Agreements for the members of the Executive Cabinet be amended to provide a 1.5 percent increase in salary and to increase the term by one year.

The proposed salary increase is the same percent change received by the represented union groups and unrepresented Management and Confidential employees in the District.

FISCAL IMPACT:

1.5% increase to the existing salaries, to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the Second Amendment to the Employment Agreement between Oxnard School District and Dr. Scott Carroll, Assistant Superintendent, Human Resources; the Third Amendment to the Employment Agreement between Oxnard School District and Dr. Aracely Fox, Assistant Superintendent, Educational Services; and the First Amendment to the Employment Agreement between Oxnard School District and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services, as presented.

ADDITIONAL MATERIALS:

Attached: [2nd Contract Amendment S. Carroll Employment Agreement \(1 page\)](#)

[3rd Contract Amendment A. Fox Employment Agreement \(1 page\)](#)

[1st Contract Amendment K. Pifko Employment Agreement \(1 page\)](#)

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE
OXNARD SCHOOL DISTRICT AND DR. SCOTT CARROLL, ASSISTANT
SUPERINTENDENT, HUMAN RESOURCES**

This Second Amendment to the Employment Agreement (“Second Amendment”) is made and entered into this 3rd day of June 2026 between the Oxnard School District (“District”) and Dr. Scott Carroll, Assistant Superintendent, Human Resources (“Assistant Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective March 6, 2025 as follows:

Article 1- TERM

Article 1. Section 1.1 shall be added as follows:

1.1 The term shall be extended by one year to June 30, 2029 subject to the terms set forth in this contract.

Article 4 Salary

Article 4, Section 4.1.1 shall be added as follows:

4.1.1 The salary of the Assistant Superintendent shall be increased by one and a half (1.5) percent, retroactive to July 1, 2025.

For the Board of Trustees:

By: _____
Brian Melanephy, Board President

Date of Acceptance: _____

Dr. Scott Carroll, Assistant Superintendent,
Human Resources

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND DR. ARACELY FOX, ASSISTANT SUPERINTENDENT,
EDUCATIONAL SERVICES**

This Third Amendment to the Employment Agreement (“Third Amendment”) is made and entered into this 3rd day of June 2026 between the Oxnard School District (“District”) and Dr Aracely Fox, Assistant Superintendent, Educational Services (“Assistant Superintendent”). This Third Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective March 1, 2024 as follows:

Article 1- TERM

1.1 The term shall be extended by one year to June 30, 2029 subject to the terms set forth in this contract.

Article 4 Salary

Article 4, Section 4.1.1 shall be added as follows:

4.1.1 The salary of the Assistant Superintendent shall be increased by one and a half (1.5) percent, retroactive to July 1, 2025.

For the Board of Trustees:

By: _____
Brian Melanephy, Board President

Date of Acceptance: _____

Dr. Aracely Fox, Assistant Superintendent,
Educational Services

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND KRISTEN PIFKO, ASSISTANT SUPERINTENDENT,
BUSINESS & FISCAL SERVICES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 3rd day of June 2026 between the Oxnard School District (“District”) and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective July 1, 2025 as follows:

Article 1- TERM

Article 1. Section 1.1 shall be added as follows:

1.1 The term shall be extended by one year to June 30, 2029 subject to the terms set forth in this contract.

Article 4 Salary

Article 4, Section 4.1.1 shall be added as follows:

4.1.1 The salary of the Assistant Superintendent shall be increased by one and a half (1.5) percent, retroactive to July 1, 2025.

For the Board of Trustees:

By: _____
Brian Melanephy, Board President

Date of Acceptance: _____

Kristen Pifko, Assistant Superintendent,
Business & Fiscal Services

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: June 03, 2026

Agenda Section: Section D: Action Items

Approval of Speech Language Pathologist Permit Waiver for Fatima Hernandez to serve as a Speech Therapist at Harrington School for the 2026/2027 School Year (Carroll/Cordes)

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathologist Permit Waiver, for Fatima Hernandez to serve as a Speech Therapist at Harrington School for the 2026/2027 school year until the employee completes a program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: June 03, 2026

Agenda Section: Section D: Action Items

Approval of Agreement #26-12, City of Oxnard Recreation and Community Services 2026-2027 (Fox/Shea)

The City of Oxnard will provide an in-person Integrated Recreation and Literacy Program across all 20 schools within the Oxnard School District. The program will provide after-school, extended day, and summer services that comply with ASES attendance requirements and serve students in alignment with ELOP guidelines. Services will include literacy, enrichment, and Social Emotional Learning activities delivered throughout the academic year by trained staff. The City will provide coordination, recreation, and literacy personnel and ensure that all program staff, including partner organization staff, receive ongoing training and professional development to support high-quality program implementation.

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

FISCAL IMPACT:

Not to exceed \$2,500,000.00 to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program Fund

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #26-12 with the City of Oxnard Recreation and Community Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #26-12, City of Oxnard \(50 Pages\)](#)
[Proposal \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

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

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

RECITALS

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

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

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

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

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

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

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

4. Compensation and Method of Payment.

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

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

Dollars \$

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

Dollars \$

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

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

Dollars \$ per hour

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Service Provider's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Student Privacy Laws.

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

_____ (Initials)

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

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

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

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

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

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

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

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

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

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

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

24. Service Provider’s Indemnification of District.

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

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

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

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

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

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

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

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

_____ (Initials)

25. District's Indemnification of Lead Agency.

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

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

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

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

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

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

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

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

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

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

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

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

31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

32. Authority to Execute. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

33. Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

34. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

35. Entire Agreement. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

36. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

40. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

“District”

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Director of Purchasing

“Service Provider”

By: _____

EXHIBIT A-0
SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
 - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
 - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
 - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.

 - 2. Five-Day Week and Enrichment Burst Program Attendance.**
 - a. For daily five-day week program, elementary students should participate every day the program operates.
 - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
 - c. For enrichment bursts, students should participate according to the schedule for the activity.
 - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
 - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. Assurances. The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2026-2027 Non-School-Day Schedules (subject to change)
 - i. Summer: July 6 - 31, 2026 (pack out on August 2, 2026)
 - ii. Spring Break: March 22 - April 2, 2027 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 6 & 7, 2026; October 12, 2026; and January 8, 2027.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency – Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

~~**PART II: ENRICHMENT AGENCY**~~

- ~~**A. Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment~~

~~Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).~~

B. ~~Enrichment Agency Responsibilities.~~ ~~The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.~~

1. ~~Enrollment.~~

- ~~a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, etc.~~
- ~~b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.~~

2. ~~Five-Day Week and Enrichment Burst Program Attendance.~~

- ~~a. For daily five-day week program, elementary students should participate every day the program operates.~~
- ~~b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.~~
- ~~c. For enrichment bursts, students should participate according to the schedule for the activity.~~
- ~~d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.~~
- ~~e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.~~
- ~~f. Early release waivers will be used for all students recurring late start or early program release (e.g., late start for tutoring and early release for catechism or sports).~~
- ~~g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.~~
- ~~h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.~~
- ~~i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.~~

3. ~~Assurances.~~ ~~The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:~~

- ~~a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;~~
- ~~b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;~~
- ~~c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;~~
- ~~d. Provide payroll services for Enrichment Agency employees;~~
- ~~e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;~~
- ~~f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (i.e., weekends, days, vacations);~~
- ~~g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;~~
- ~~h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);~~
- ~~i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;~~
- ~~j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q Food Services module.~~

4. ~~Non-School-Day Activities.~~

- ~~a. 30 non-School Days are required by the ELOP Program.~~
- ~~b. Program shall be open for a minimum of 9 hours.~~
- ~~c. Transportation shall be provided if program offered off-site.~~
- ~~d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.~~
- ~~e. 2026-2027 Non-School-Day Schedules (subject to change)~~
 - ~~i. Summer: July 6 - 31, 2026 (pack out on August 2, 2026)~~
 - ~~ii. Spring Break: March 22 - April 2, 2027 (No Fridays)~~

5. ~~Trainings.~~

~~a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:~~

- ~~i. Mandated reporting~~
- ~~ii. Anti-harassment~~
- ~~iii. Sexual misconduct prevention~~
- ~~iv. Bullying prevention~~
- ~~v. Discrimination prevention~~
- ~~vi. Suicide awareness and reporting~~
- ~~vii. Classroom management~~
- ~~viii. Social and emotional supports~~
- ~~ix. Quality standards for expanded learning~~
- ~~x. Emergency preparedness~~

~~*All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.*~~

~~For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.~~

~~b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:~~

- ~~i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross~~

~~For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.~~

~~e. Enrichment Agency shall ensure that all staff attend:~~

- ~~i. Four (4) all staff trainings on the following dates (which are subject to change): August 6 & 7, 2026; October 12, 2026; and January 8, 2027.~~
- ~~ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade~~

~~level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.~~

~~iii. Site team meetings 1 hour every two weeks.~~

~~6. Curriculum and Activity Design.~~

~~a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.~~

~~b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.~~

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

PART X: AMENDMENTS

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
 - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider’s Program Coaches.

a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

b. Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative measures. Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches – preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

a. Service Provider development and implementation of policy. Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

e. Applicability. At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

8. Event Emergency Guidelines.

a. Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial review. If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 2. All supplies properly charged to the Services;
 3. All travel properly charged to the Services;
 4. All equipment properly charged to the Services;
 5. All materials properly charged to the Services;
 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

Not Project Related

Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers’ Liability insurance coverage of \$1,000,000 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District:
 1. General Liability: CG 20 26 10 01
 2. Primary, Non-Contributory: CG 20 01 04 13
 3. Waiver of Subrogation: CG 24 04 05 09
 4. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate the Contract.

END OF EXHIBIT C

Not Project Related

Project #

**EXHIBIT D
CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

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

Date: _____

By: _____
Melissa Reyes, Director of Purchasing

PROPOSAL FOR CONTRACTED SERVICES

Integrated Recreation, Enrichment, and SEL Program

Submitted by: City of Oxnard Recreation & Community Services Division

Submitted to: Oxnard School District

1. Introduction

The City of Oxnard Recreation & Community Services Division (“City”) proposes to enter into a contracted service agreement with the Oxnard School District (“District”) to operate an Integrated Recreation, Enrichment, and Social-Emotional Learning (SEL) Program across twenty (20) District school sites.

The City will provide staffing, program delivery, supervision, and operational support to enhance student engagement, promote physical wellness, and support whole-child development. This proposal reflects a collaborative operational model that ensures shared responsibility between the City and the District.

2. Purpose of the Contract

The purpose of this contract is to establish a formal partnership in which the City will:

- Deliver structured recreation, enrichment, and SEL-based programming
- Provide trained staff and program leadership
- Support daily program operations and safety procedures
- Coordinate with District Site Coordinators and school administrators
- Assist with after-school, extended-day, spring and summer learning initiatives

The District retains oversight of academic expectations, site access, and campus-specific procedures.

3. Scope of Services

The City will provide the following contracted services:

A. Recreation & Enrichment Programming

- SPARK-aligned physical activity lessons

- Group games, fitness activities, and structured recreation
- Enrichment modules may include aquatics, skateboarding, youth leadership, and community service learning

B. Program Operations

- Daily supervision and safety support
- Attendance practices and reporting assistance
- Equipment management and activity setup
- Coordination with school-site administrators

4. Staffing Provided by the City

The City will provide a complete staffing structure to operate the program. All staff will be hired, trained, supervised, and evaluated by the City.

A. Recreation & Enrichment Instructors

City staff will deliver structured recreation, enrichment, and SEL-based activities.

- 20 staff to lead physical activity
- 10 staff to lead middle school aged enrichment and sports.

B. Recreation Site Specialists (10 Positions)

Ten (10) Recreation Site Specialists will each be assigned two (2) school sites, providing coordinated coverage and leadership across all 20 District sites.

C. Recreation Analysts (2 Positions)

Recreation Analysts will provide:

- Staff supervision
- Compliance and reporting support
- Program development and evaluation
- Budget tracking and purchasing

D. Recreation Supervisor (1 Position)

The Recreation Supervisor will:

- Provide overall program leadership
- Supervise Analysts and support site-level staff
- Ensure alignment with District goals

- Serve as the District's primary point of contact

5. Expected Outcomes

Recreation & SEL Outcomes

- Increased physical activity and wellness
- Improved teamwork, communication, and emotional regulation
- Stronger relationships with caring adults

Youth Development Outcomes

- Increased leadership capacity
- Greater sense of belonging
- Expanded access to enrichment opportunities

7. Collaborative Lead Agency Partnership Structure

To ensure consistent support across the District, the City will deploy 10 Recreation Site Specialists, each assigned to two (2) school sites, providing coordinated coverage across all 20 District sites.

A. Shared Responsibilities

In partnership with District Site Coordinators and school administrators, the City will:

- Support the operation of after-school programming in alignment with District expectations
- Collaborate to meet applicable state and District after-school program requirements
- Assist with daily program operations, attendance practices, safety procedures, and reporting
- Coordinate with school-site administrators and District leadership
- Provide program documentation and evaluation materials
- Deliver structured recreation, enrichment, and SEL-based programming

B. Site Specialists as Collaborative Site Coordinators

City Site Specialists will work in partnership with District Site Coordinators to support program operations at each campus.

Site Specialists will:

- Support daily program flow, staff assignments, and activity rotations
- Assist with student supervision, behavior guidance, and family communication
- Coordinate space usage, schedules, and equipment needs jointly with school-site staff
- Assist with enrollment, attendance practices, and compliance documentation
- Serve as a communication link between the school, District, and City program staff
- Participate in joint planning meetings, professional development, and evaluation activities

C. Staffing Structure Across 20 Sites

To support program operations across all 20 District sites, the City will provide:

- Recreation Instructors
- Enrichment and Sports Instructors
- Recreation Site Specialists (10 Specialists covering 20 sites)
- Support from Recreation Analysts
- Oversight from the Recreation Supervisor

D. Program Events

The City will coordinate and host annual community recreation events that provide expanded opportunities for student participation:

- **Art Gala** – 3rd Thursday of April
- **Rockin' 2 Sports** – 3rd Saturday of May
- **Fun Fest** – 2nd Saturday of June

These events promote physical activity, community engagement, and positive youth development.

E. Community Involvement Opportunities

The City will encourage, chaperone and support student participation in community events like:

- **Meet Up Clean Up** – Dates vary
- **Mini Murals** – Dates vary
- **Freedom & Unity Weekend (Middle School MLK event)** – Weekend after MLK Day
- **Eggstravaganza (Community Egg Hunt)** – Within 2 weeks before Easter
- **Water Wise Art Contest**
- **Insect Festival Art Contest**

- **Art Gala**
- **Latina Day (UCSB)**
- **I'm Going to College**
- **Holiday Parade**
- **Holiday Floats**

These opportunities foster creativity, environmental awareness, and community pride.

F. Benefits of the Collaborative Lead Agency Model

This shared model provides:

- A coordinated approach to after-school services
- Consistent staffing, training, and program quality across all 20 sites
- Strong alignment between recreation, enrichment, and SEL programming
- Increased efficiency in scheduling, supervision, and program delivery
- Clear, shared lines of communication and accountability

8. Budget & Contract Terms

Total cost of services outlined not to exceed \$2,500,000.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 2026

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - New BB 9320.1 Remote Meetings and Attendance (DeGenna)

The language in the new BB 9320.1 Remote Meetings and Attendance is based on CSBA's recommendation. It specifies the circumstances in which the Governing Board is legally permitted to meet remotely and in which individual Board members are permitted to attend and participate remotely in a Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt the new BB 9320.1 Remote Meetings and Attendance, as presented for Second Reading.

ADDITIONAL MATERIALS:

Attached: [BB 9320.1 \(8 pages\)](#)

Bylaw 9320.1: Remote Meetings and Attendance

Status: ADOPTED

Original Adopted Date: 02/01/2026 | Last Reviewed Date: 02/01/2026

The Governing Board recognizes the need, when permitted by law, to hold Board meetings in which the Board members meet remotely or in which individual Board members attend and participate remotely.

Definitions

Local emergency means either of the following that impacts persons under the jurisdiction of the district or property within the boundaries of the district: (Government Code 54953.8.2)

1. A condition of extreme peril proclaimed by a city, county, or city and county pursuant to Government Code 8630
2. A local health emergency proclaimed pursuant to Health and Safety Code 101080

Remote means not being physically present at the primary in-person location of a Board meeting, and includes the terms "teleconference" and "virtual."

Remote attendance and participation means the ability to attend and participate in a Board meeting by electronic means, through either audio or visual technology, or both.

Remote Board Member means a Board member, not physically present at the Board meeting, who nonetheless seeks to attend and participating in a Board meeting.

State of Emergency means state of emergency proclaimed pursuant to Government Code 8625.

Traditional Method of Remote Attendance

A remote Board member may attend and participate in a Board meeting so long as all of the following conditions are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board
3. The physical location of the remote Board member is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the remote Board member; may hear, listen to, or watch the meeting to the same extent as the remote Board member; and may make public comment during the same portion of the agenda as other members of the public from the same location as the remote Board member

4. The location from which the remote Board member will attend the meeting is noted in the agenda and the agenda is posted at that location in advance of the meeting as statutorily required based on the type of meeting
5. At least a quorum of the Board is within district boundaries

Remote Attendance as an Accommodation

A Board member with a qualifying disability under the Americans with Disabilities Act that precludes the Board member from attending a Board meeting in person or from attending and participating remotely in a Board meeting using the method specified in "Traditional Method of Remote Attendance" above may request to attend and participate remotely as a reasonable accommodation for the Board member's disability.

If the request is granted based on the district's process for reviewing reasonable accommodations, the remote Board member shall be permitted to attend and participate in the Board meeting as long as the following requirements are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The remote Board member utilizes both audio and visual technology to participate in the meeting, except no visual technology shall be required if a physical condition related to their disability results in a need to participate off camera
3. The remote Board member publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual

In this circumstance, the following conditions are not required: (Government Code 54953)

1. Including the location of the remote Board member in the agenda
2. Making the location of the remote Board member open and accessible to the public
3. Posting the agenda at the location of the remote Board member

Additionally, in this circumstance, the remote Board member shall be considered to be attending in-person at the physical meeting location for all purposes, including any requirement that a quorum participate from any particular location. (Government Code 54953)

These requirements and conditions may be modified as required by law or the district may offer another reasonable accommodation as appropriate.

Remote Attendance Due to Just Cause

Beginning July 1, 2026, a remote Board member may attend and participate in a Board meeting based on any of the following "just cause" reasons: (Government Code 54953.8.3)

1. A childcare or caregiving need of a Board member's child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires the Board member to attend and participate remotely
2. A contagious illness that prevents a Board member from attending in person
3. A need related to a Board member's physical or mental condition not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency
5. An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of a Board member requires the Board member to attend and participate remotely
6. A physical or family medical emergency prevents a Board member from attending in person
7. Military service obligations that result in a Board member being unable to attend in person because the Board member is serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the Board member to be at least 50 miles outside the boundaries of the district

The remote Board member shall notify the Board at the earliest possible opportunity, including at the start of a Board meeting, of the need to attend and participate remotely for just cause, including the general circumstances of the Board member's need to attend and participate remotely. The remote Board member need not disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law. The minutes for the Board meeting shall identify the specific provision that is the basis for the just cause. (Government Code 54953, 54953.8.3)

Additionally, when a remote Board member attends and participates in a Board meeting based on just cause, all of the following conditions shall be met: (Government Code 54953, 54953.8, 54953.8.3)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board
3. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments as long as the platform or service is not controlled by the district.

4. The agenda for the meeting includes information describing how members of the public can access the platform or service and how members of the public can offer public comment
5. The minutes of the Board meeting state that the remote Board member attended and participated remotely

6. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda and which is within district boundaries and is open to the public
7. The remote Board member utilizes both audio and visual technology to participate in the meeting
8. The remote Board member publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual

In this circumstance, the agenda need not include the location of the remote Board member or be posted at that location, and the location of the remote Board member need not be open and accessible to the public. (Government Code 54953, 54953.8)

The Board shall give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. (Government Code 54953.8)

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the Board meeting may continue but the Board may not take action on any agenda item until public access to the meeting is restored. (Government Code 54953.8)

A remote Board member may attend and participate in no more than five Board meetings per year for just cause. (Government Code 54953.8.3)

A remote Board member's attendance and participation in multiple Board meetings that begin on the same calendar day shall only count as one Board meeting for purposes of this limit.

Remote Board Meetings During a Proclaimed State of Emergency

The Board may conduct a remote Board meeting during a proclaimed state of emergency or local emergency in either of the following circumstances: (Government Code 54953.8.2)

1. For the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board, pursuant to Item #1 above, has determined that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

In either such circumstance, the Board may hold a remote Board meeting without: (Government Code 54953.8, 54953.8.2)

1. Including the location of Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members
4. Having at least a quorum of the Board members within the district boundaries

When the Board holds such a meeting, all of the following shall be followed: (Government Code 54953.8, 54953.8.2)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in or audiovisual platform or service, with real-time observation of the meeting and public comment being allowed via the platform or service

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

The Board may continue to conduct all Board meetings remotely throughout one or more 45-day periods as long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the proclaimed state of emergency or local emergency and determined that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953.8.2)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35140	<u>Time and place of meetings</u>
Ed. Code 35143	<u>Annual organizational meetings; date and notice</u>
Ed. Code 35144	<u>Special meeting</u>
Ed. Code 35145	<u>Public meetings</u>
Ed. Code 35145.5	<u>Agenda; public participation and regulations</u>
Ed. Code 35146	<u>Closed sessions; student matters</u>
Ed. Code 35147	<u>Open meeting laws exceptions</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 3511.1	<u>Local agency executives</u>
Gov. Code 54950-54963	<u>The Ralph M. Brown Act</u>
Gov. Code 7920.000-7930.215	<u>California Public Records Act</u>
Gov. Code 8625-8629	<u>California Emergency Services Act</u>
Gov. Code 8630	Local emergency

H & S Code 101080	Local health emergency
Federal	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations, auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Attorney General Opinion	107 Ops.Cal.Atty.Gen. 107 (2024)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2023
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government
Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
1113	<u>District And School Websites</u>
1113	<u>District And School Websites</u>
1113-E(1)	<u>District And School Websites</u>
1114	<u>District-Sponsored Social Media</u>
1114	<u>District-Sponsored Social Media</u>
1160	<u>Political Processes</u>
1220	<u>Citizen Advisory Committees</u>
1220	<u>Citizen Advisory Committees</u>
1330	<u>Use Of School Facilities</u>
1330	<u>Use Of School Facilities</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
2000	<u>Concepts And Roles</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
4117.14	<u>Postretirement Employment</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4312.1	<u>Contracts</u>
9000	<u>Role Of The Board</u>
9005	<u>Governance Standards</u>
9012	<u>Board Member Electronic Communications</u>
9100	<u>Organization</u>
9121	<u>President</u>
9130	<u>Board Committees</u>
9140	<u>Board Representatives</u>

9230	<u>Orientation</u>
9240	<u>Board Training</u>
9310	<u>Board Policies</u>
9320	<u>Meetings And Notices</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>
9322	<u>Agenda/Meeting Materials</u>
9323	<u>Meeting Conduct</u>
9323.2	<u>Actions By The Board</u>
9323.2-E(1)	<u>Actions By The Board</u>
9324	<u>Minutes And Recordings</u>
9400	<u>Board Self-Evaluation</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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>
Discussion re: Future Resolutions	6/17/26
Highlight Ventura County Farm to School Program	8/5/26
AI Information	8/5/26
Ethnic Studies & Master Plan - Combo ELD/STEAM	8/19/26
Discussion re: Behaviors	8/19/26
Structure to Assess Fiscal Impact on Regular Basis	TBD
Opportunities for College-Going Programs in County	TBD
Discussion re: Integrated Pest Management Plan	TBD
Discussion re: SRO Policies/Protocols	TBD

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 03, 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: June 03, 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: June 03, 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, May 29, 2026.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A