

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ruth F. Quinto, CPA
Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, August 4, 2021

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

REGULAR (HYBRID) MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 862 9725 8129

***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.

Watch the meeting live: osdtv.oxnardsd.org

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

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

August 4, 2021

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:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

A.2. Pledge of Allegiance to the Flag

Dr. Ginger Shea, Director, Enrichment & Special Programs, will introduce Kiya Luney, 8th grade student at Marshall School, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Leilagi Tuitama, 8th grade student at Fremont School, and in Spanish by Abel Aristondo, 6th grade student at Marshall School.

A.4. Presentation on Summer Programs

Dr. Ginger Shea, Director, Enrichment & Special Programs, will provide a short presentation to the Board regarding Summer Programs. Tokens of appreciation will be forwarded via U.S. Mail to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- OAH Case #2021050064

- OAH Case #2021050274

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- OAH Case #2021050513
- OAH Case #2021050672

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and
Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - o Principal
 - Public Employee Evaluation
 - o Assistant Superintendent, Business & Fiscal Services
 - o Assistant Superintendent, Educational Services
 - o Assistant Superintendent, Human Resources

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

A.9. Report Out of Closed Session

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

A.10. Report on Independent Study Information (DeGenna/Nocero)

The Assistant Superintendent, Educational Services and the Director, Pupil Services, will provide a report on Independent Study as an alternative option to in-person learning.

Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on how to comment on Zoom via web or phone are available at:
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

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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.

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:

Madrigal Lopez ___, Lopez ___, Martinez ___, Robles-Solis ___, Cordes ___

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

C.1. Ratification of Resolution #21-01 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #21-01, authorizing entering into Contract #CSPP-1663 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and authorizing the designated personnel to sign contract documents for Fiscal Year 2021-2022.

C.2. Enrollment Report (Quinto)

District enrollment as of June 30, 2021 was 15,013. This is 676 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #21-01 (Quinto/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-01 as submitted.

C.4. Selection of Vendor for Child Nutrition Program (Quinto/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of the Staple, Dry Goods and Grocery Products vendor for the Child Nutrition Program for the 2021-22 school year.

C.5. Approval and Adoption of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees accept and adopt the June 2021 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation

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Program and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

C.6. Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

C.7. Approval of Change in Substitute Teacher Pay Rate (Torres/Batista)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the proposed base substitute pay rate of \$140.00/day, as presented.

C.8. Personnel Actions (Torres/Batista/Nair)

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

C.9. Establish/Abolish/Reduce Hours of Positions (Torres/Nair)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.10. Approval of Agreement #21-46 – Sherman Garnett & Associates (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-46 with Sherman Garnett & Associates, to provide a workshop to Office Managers and Attendance Technicians on the process of Student Record keeping, in the amount of \$3,000.00, to be paid out of Title II funds.

C.11. Approval of Agreement #21-52 – Insight Neuropsychology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-52 with Insight Neuropsychology, to provide Independent Education Evaluator Services to the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

C.12. Approval of Agreement #21-53 – Olvera Psychological and Educational Consulting Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-53 with Olvera Psychological and Educational Consulting Services, to provide Independent Evaluator Services for the Special Education Services Department, August 24, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00 (\$5,000.00 per student referral), to be paid out of Special Education Funds.

C.13. Approval of Agreement #21-54 with Dr. Felicia J. Lew, OD (DeGenna/Jefferson)

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It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-54 with Dr. Felicia J. Lew, to provide Independent Education Evaluator Services to the Special Education Services Department to complete evaluations and optometry support services, August 24, 2021 through June 30, 2022, in the amount not to exceed \$5,400.00, to be paid out of Special Education Funds.

C.14. Approval of Agreement #21-57 – Tawanda L. Pullen, Ph.D. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-57 with Tawanda L. Pullen, Ph.D., to provide Independent Education Evaluator Services for the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount of \$10,000.00, to be paid out of Special Education Funds.

C.15. Approval of Agreement #21-59 – Neuropsychology Partners (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-59 with Neuropsychology Partners, to provide Independent Education Evaluator Services for the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.16. Approval of Agreement #21-61 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-61 with Dr. Michael McQuillan, OD, to provide Independent Education Evaluator Services to the Special Education Services Department to complete evaluations, August 24, 2021 through June 30, 2022, in the amount not to exceed \$12,000.00, to be paid out of Special Education Funds.

C.17. Approval of Agreement #21-63 – Heinemann (DeGenna/Fox)

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-63 with Heinemann, to provide 4 days of In-Person Professional Development for teachers and administrators on The Fountas & Pinnell Literacy Continuum, in the amount of \$105,000.00, to be paid from Expanded Learning Opportunity Funds.

C.18. Approval of Agreement/MOU #21-65 – Livingston Memorial Visiting Nurses Association (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-65 with Livingston Memorial Visiting Nurses Association, to provide grief and bereavement services for OSD students, families, and staff, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.19. Approval of Agreement/MOU #21-66, County of Ventura (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-66 with the County of Ventura, to provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified

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sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services to meet the health needs of the client, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.20. Approval of Agreement/MOU #21-67 – Interface Children and Family Services (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-67 with Interface Children and Family Services, to provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services, August 18, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.21. Approval of Agreement/MOU #21-68 – School on Wheels, Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-68 with School on Wheels, Inc., to provide one-on-one tutoring to homeless students, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

C.22. Approval of Agreement #21-69, PDAP of Ventura County Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-69 with PDAP of Ventura County Inc., to provide an Addiction Treatment Counselor to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District, August 5, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00, to be paid out of Title 1 funds.

C.23. Approval of Agreement #21-70 - Action Preparedness Training (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-70 with Action Preparedness Training, to provide CPR training and First Aid training to teachers and support staff as needed, August 5, 2021 through June 30, 2022, in the amount not to exceed \$4,500.00, to be paid out of the General Fund.

C.24. Approval of Agreement/MOU #21-73, Children's Resource Program/Ventura County Medical Resource Foundation (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-73 with Children's Resource Program/Ventura County Medical Resource Foundation, to provide health care regardless of access to health insurance or families' ability to pay through doctors/physicians that volunteer their time and services, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.25. Approval of Agreement/MOU #21-74 – Forever Found Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-74 with Forever Found Inc., to provide trained facilitators to work in conjunction with Assistant Principals, Counselors, and Outreach Specialists to conduct training on Human Trafficking, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

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C.26. Approval of Agreement/MOU #21-75 – Boys & Girls Clubs of Greater Oxnard and Port Hueneme (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-75 between Oxnard School District and the Boys and Girls Clubs of Greater Oxnard and Port Hueneme, to present and share information about their programs and services at school sites to educate parents on services provided and how to obtain them, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.27. Approval of Agreement #21-76 – County of Ventura (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-76 with the County of Ventura, to provide social workers that will be placed in communities that have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect and that will serve on the SARB board, August 12, 2021 through June 24, 2022, in the amount not to exceed \$133,552.00, to be paid out of MAA Funds.

C.28. Approval of Agreement/MOU #21-77 – Kids & Families Together (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-77 with Kids & Families Together (K&FT), to confirm roles, responsibilities, and collaboration between the Oxnard School District and K&FT, including the development and implementation of Community Coalitions focused on Kinship Families: families who are caring for related children and youth ages prenatal to five years old and their families, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District or to Oxnard School District families.

C.29. Approval of Agreement/MOU #21-78 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-78 with Assistance League of Ventura County for Operation School Bell, a philanthropic program of Assistance League of Ventura County designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children, August 5, 2021 through June 30, 2023, at no cost to Oxnard School District.

C.30. Approval of Agreement #21-82 – DreamBox Learning Inc. (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-82 with DreamBox Learning Inc., to provide four (4) live 60-minute Professional Development webinars to support Tier II Math intervention, August 5, 2021 through January 8, 2022, in the amount not to exceed \$2,000.00, to be paid out of Title II funds.

C.31. Approval of Agreement #21-83, Ventura County Public Health (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-83 with Ventura County Public Health, to provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person or through virtual platform, as VCPH staffing and program resources permit, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

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C.32. Approval of Agreement/MOU #21-84 – The Coalition for Family Harmony (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-84 with The Coalition for Family Harmony, to provide education groups on dating violence prevention to identified students at the Intermediate Schools, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

C.33. Approval of Agreement #21-85 – Clinicas Del Camino Real Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-85 with Clinicas Del Camino Real Inc., to provide dental preventative services to students in grades TK-8th in the Oxnard School District, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

C.34. Approval of Agreement #21-87 – Priority Nutrition Care LLC (Quinto/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-87 with Priority Nutrition Care LLC, to provide Priority Nutrition Care LLC interns with access to appropriate resources for education including access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum, August 17, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.35. Approval of Agreement #21-89 – California School Management Group (Aguilera-Fort/Mitchell)

It is the recommendation of the Chief Information Officer and the District Superintendent that the Board of Trustees approve Agreement #21-89 with California School Management Group, to serve as the Oxnard School District's point of contact with Universal Service Administration Company (USAC), the FCC, and any other governmental agency or service provider that is necessary to facilitate the District's participation in the Emergency Connectivity Fund program, August 5, 2021-June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.36. Ratification of Amendment #1 to Agreement #20-24 – Haynes Education Center (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-24 with Haynes Education Center, to increase the number of students referred for support services through the remainder of the 2020-2021 academic school year, in the amount of \$75,000.00, to be paid out of Special Education Funds.

C.37. Ratification of Amendment #1 to Agreement #20-53 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-53 with Auditory Processing Center of Pasadena, to adjust the final total cost to

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provide central auditory processing evaluations for the Special Education Services Department through the end of the 2020-21 fiscal year, in the amount not to exceed \$2,000.00, to be paid out of Special Education Funds.

C.38. Ratification of Amendment #1 to Agreement #20-97 – Jo Boaler (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-97 with Joanne Boaler, to correct a math/clerical error in the previously Board-approved agreement for providing TK-8 Mathematics Professional Development for Oxnard School District teachers during the 2020-2021 academic year, in the amount not to exceed \$20,000.00, to be paid from the Low Performing Student Block Grant.

C.39. Ratification of Addendum #1 to Agreement #20-103 - Ventura County Office of Education (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Addendum #1 to Agreement #20-103 with the Ventura County Office of Education, to authorize the Oxnard School District, Early Childhood Education Programs-State Preschools, to participate in Quality Counts Ventura County (QCVC) and receive additional funding in the amount of \$2,600.00 over the previously Board-approved amount of \$43,800.00, for a total funding amount of \$46,400.00.

C.40. Ratification of Amendment #1 to Agreement #20-171 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-171 with VCOE, to adjust the previous estimated cost for Paraeducator services for student #MA102113, in the amount not to exceed \$6,161.38, to be paid out of Special Education Funds.

C.41. Ratification of Agreement #20-182 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-182 with VCOE, to provide exceptional services to special education students #EA061212, #JS040110, and #JV120313 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, in the amount not to exceed \$51,195.46, to be paid out of Special Education Funds.

C.42. Ratification of Agreement #21-47 – Advanced Medical Personnel Services Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-47 with Advanced Medical Personnel Services Inc., to provide supplemental staffing to the Oxnard School District Special Education Services Department on an “as needed” basis for Speech Language Therapist, Occupational Therapist, Certificated Occupational Therapy Assistant, and Psychologist, July 1, 2021 through June 30, 2022, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.43. Ratification of Agreement #21-48 – CompHealth Medical Staffing (DeGenna/Jefferson)

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It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-48 with CompHealth Medical Staffing, to provide temporary services to Oxnard School District students that may include direct and consultative services as needed from Physical Therapist, Speech Language Pathologist, and COTA/PT, July 1, 2021 through June 30, 2022, in the amount not to exceed \$240,000.00, to be paid out of Special Education Funds.

C.44. Ratification of Agreement #21-49 – Children’s Therapy Network Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-49 with Children’s Therapy Network Inc., to provide supplemental staffing/services for Oxnard School District Special Education Students on an “as needed” basis for Speech Language Therapist, Physical Therapist, Occupational Therapist, Recreational Services, Licensed Assistant, Evaluations/Assessments, and Parent Education Classes, July 1, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.

C.45. Ratification of Agreement #21-50 – Children’s Therapy Network Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-50 with Children’s Therapy Network Inc., to provide supplemental staffing for Private School Special Education Students on an “as needed” basis for Speech Language Therapist, July 1, 2021 through June 30, 2022, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.

C.46. Ratification of Agreement #21-51 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-51 with Auditory Processing Center of Pasadena, to provide (central) auditory processing evaluations and training on CAPDOTS, including retest and IEP, for the Special Education Services Department, July 1, 2021 through June 30, 2022, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

C.47. Ratification of Agreement #21-55 – PRIDE Learning Co. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-55 with PRIDE Learning Co., to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department, July 1, 2021 through June 30, 2022, in the amount of \$174,000.00, to be paid out of Special Education Funds.

C.48. Ratification of Agreement #21-56 – Behavior Insights Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-56 with Behavior Insights Inc., to provide Independent Educational Evaluator services to Oxnard School District Special Education Services Department consisting of Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees and Assessments that include observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance, July 1, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be

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

paid out of Special Education Funds.

C.49. Ratification of Agreement #21-60 – Haynes Education Center & S.T.A.R. Academy (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-60 with Haynes Education Center & S.T.A.R. Academy, to provide a range of support services to the Special Education Services Department including Academic Tutoring or Transition Services, In-Home & Hospital Services, Educational Counseling & Guidance – Individual, Language & Speech Therapy – Individual, Occupational Therapy – Individual, Behavior Intervention – School or Home Based, Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing, Academic Achievement Test or Transition Assessment, and Staff Placement – Special Education Teachers, July 1, 2021 through June 30, 2022, in the amount not to exceed \$154,000.00, to be paid out of Special Education Funds.

C.50. Ratification of Agreement/MOU #21-62 – Tutorific (DeGenna/Jefferson)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Special Education Services, that the Board of Trustees ratify Agreement/MOU #21-62 with Tutorific, to provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day, July 1, 2021 through June 30, 2022, in the amount not to exceed \$50,000.00 (billed at \$85.00 per hour), to be paid out of Special Education Funds.

C.51. Ratification of Agreement #21-71 – Students for Eco-Education and Agriculture (SEEAG) (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-71 with Students for Eco-Education and Agriculture, to provide fieldtrips, farmer's markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District, July 1, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.52. Ratification of Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #21-72 with California Department of Education – Child Development Division, formalizing services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-1663 for the operation of 8 state preschool sites, July 1, 2021 through June 30, 2022, \$2,064,039.00 in funding to the Oxnard School District.

C.53. Ratification of Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #21-79 with STAR of CA/ ERA Ed, to provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified students, July 1, 2021 through June 30, 2022, in the amount not to exceed \$800,000.00, to be paid out of Special Education Funds.

C.54. Ratification of Agreement #21-80 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant

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

Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-80 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students #RR103108, #OL083008, #JM111710, #JB080313, #JM111710, #IO111109, #EG061410, #JV030409, #KC071607, #DP010810, #AC080310 and #DR022207, in the amount of \$211,646.00, to be paid out of Special Education Funds.

C.55. Ratification of Agreement #21-81 – Sunrise Physical Therapy Services Inc. (Torres/Magana)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-81 with Sunrise Physical Therapy Services Inc., to provide ergonomic jobsite evaluations and training, follow-up visits, or group training sessions as requested to reduce workplace injury, July 1, 2021 through June 30, 2022, in the amount not to exceed \$29,213.98, to be paid out of the General Fund.

C.56. Ratification of Agreement #21-86 - City of Oxnard (Quinto/Miller)

It is the recommendation of the Director, Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #21-86 with the City of Oxnard, for City volunteers to park at Marshall School during the Dallas Cowboys Training Camp, July 24, 2021 through August 11, 2021, \$1,330.56 to be paid to Oxnard School District by the City of Oxnard.

C.57. Ratification of Agreement #21-88 – New York University (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-88 with New York University, to provide relevant training to students from New York University in Communicative Sciences and Disorders, Mental Health & Wellness, and/or Counseling & Guidance, July 6, 2021 through June 30, 2026, at no cost to Oxnard School District.

C.58. Ratification of Agreement #21-90 – School PR Pro (Aguilera-Fort/Shea)

It is the recommendation of the Director, Enrichment & Special Programs, and the Superintendent, that the Board of Trustees ratify Agreement #21-90 with School PR Pro, to assess the district's communication systems and recommend a communication plan and action steps to address identified needs, July 21, 2021 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Supplemental & Concentration funds.

Section D: ACTION ITEMS

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

D.1. Approval and Adoption of Resolution #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School (Quinto/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees adopt Resolution # #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

D.2. Approval and Adoption of Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School (Quinto/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees adopt Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

D.3. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Stephanie Gutierrez (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Stephanie Gutierrez, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

D.4. Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent (Cordes)

It is recommended that the Board of Trustees approve the Second Amendment to the Employment Agreement Between the Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent, as presented.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

Section F: BOARD POLICIES

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

F.1. First Reading – Revisions to BP 3511.1 - Integrated Waste Management (Quinto/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees review the revisions to BP and AR 3511.1 - Integrated Waste Management, as presented for First Reading.

F.2. First Reading - Revisions to BP and AR 3530 - Risk Management/Insurance (Torres/Magaña)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the revisions to BP and AR 3530 - Risk Management/Insurance, as presented for First Reading.

F.3. First Reading - Revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests, as presented for First Reading.

F.4. First Reading - Revisions to BP and AR 4157, 4257, 4357 - Employee Safety (Torres/Magaña)

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review the revisions to BP and AR 4157, 4257, 4357 - Employee Safety, as presented for First Reading.

F.5. First Reading - New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries (Torres/Magaña)

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review the new AR 4157.1, 4257.1, 4357.1: Work Related Injuries, as presented for First Reading.

F.6. Second Reading & Adoption - Revisions to BP and AR 1312.3 - Uniform Complaint Procedures (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to BP and AR 1312.3 - Uniform Complaint Procedures, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:

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

Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

F.7. Second Reading & Adoption – Revisions to BP 3100 – Budget (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BP 3100, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

Madrigal Lopez __, Lopez __, Martinez __, Robles-Solis __, Cordes __

Karling Aguilera-Fort, 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, July 30, 2021.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section A: Report

Report on Independent Study Information (DeGenna/Nocero)

The Assistant Superintendent, Educational Services and the Director, Pupil Services, will provide a report on Independent Study as an alternative option to in-person learning.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.



OXNARD SCHOOL DISTRICT

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

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **OSD_BoardMeetings@oxnardsd.org**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments received before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/3091111111), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or Lydia Lugo Dominguez at llugodominguez@oxnardsd.org or call 805-385-1501, ext. 2032.



OXNARD SCHOOL DISTRICT

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

El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/30911118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en mnoriega@oxnardsd.org o a Lydia Lugo Dominguez en llugodominguez@oxnardsd.org o llame al 805-385- 1501, ext. 2032.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Ratification of Resolution #21-01 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-1663 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #21-01 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Resolution #21-01, California Department of Education-Child Development Division \(1 Page\)](#)

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of Oxnard School District

authorizes entering into local agreement number CSPP - 1663 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Lisa Franz</u>	<u>Director of Purchasing</u>	

PASSED AND ADOPTED THIS 4th day of August, 2021 2020, by the Governing Board of Oxnard School District of Ventura County, in the State of California.

I, Veronica Robles-Solis, Clerk of the Governing Board of Oxnard School District, of Ventura County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Quinto)

District enrollment as of June 30, 2021 was 15,013. This is 676 less than the same time last year.

FISCAL IMPACT:

None.

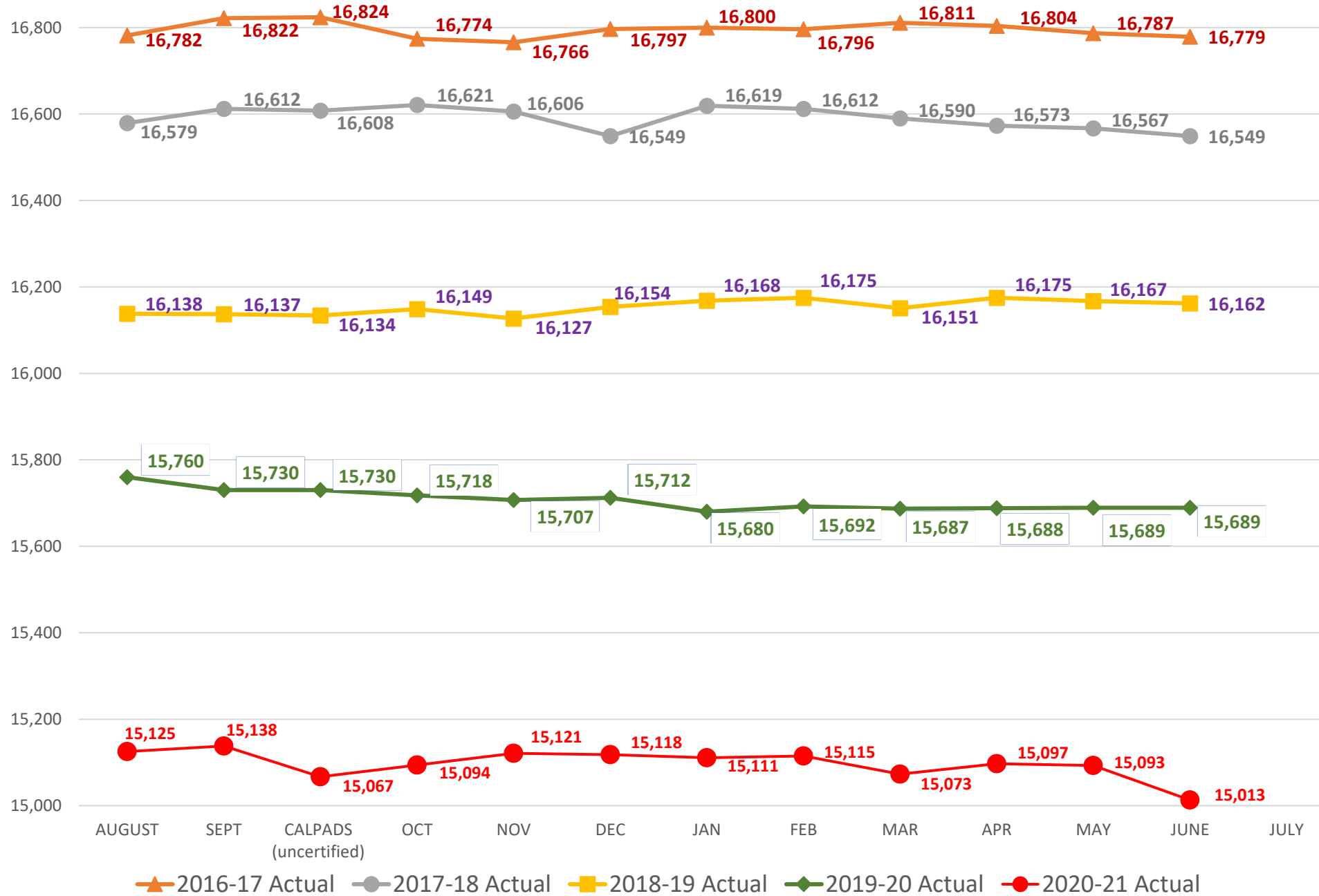
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph - Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #21-01 (Quinto/Franz)

Purchase Order/Draft Payment Report #21-01 (Quinto/Franz)

FISCAL IMPACT:

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 06/08/2021 through 07/15/2021 for the 2020-2021 school year, for \$1,007,804.10.
2. A listing of Purchase orders issued 06/08/2021 through 07/15/2021 for the 2021-2022 school year, for \$19,263,881.90.
3. There are no Draft Payments issued from 06/08/2021 through 07/15/2021, for the 2020-2021 or the 2021-2022 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-01 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #21-01 \(17 Pages\)](#)

Includes Purchase Orders dated 06/08/2021 - 07/15/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP21-00081	Gold Star Foods	CNS	stores	22,248.51
NP21-00082	Gold Star Foods	CNS	stores	12,294.32
NP21-00083	Gold Star Foods	CNS	stores	9,985.62
NP22-00001	Materne North America Corp	CNS	stores	8,380.80
NP22-00002	P And R Paper Supply Co	CNS	stores	4,195.16
P21-02972	SCHOOL SPECIALTY, LLC	MCAULIFFE	Matl/Supp-Instructional	399.93
P21-03071	WEATHERPROOFING TECHNOLOGIES, INC.	FACILITIES	Def Maint / Roof Materials & Supplies / Frank	28,579.59
P21-03084	WEATHERPROOFING TECHNOLOGIES, INC.	FACILITIES	Def Maint / Roof Materials & Supplies / Fremont	55,243.65
P21-03595	Staples Direct	SORIA	Matls/Sup - Instructional	853.92
P21-03683	KRISTINE MRAZ LLC	LEMONWOOD	S/C INTERVENTION/SERV	6,000.00
P21-03684	Ventura Co Office Of Education	Special Ed	SERV (DR022207)	18,881.15
P21-03685	COLLABORATIVE LEARNING SOLUTIONS LLC	Special Ed	SERV	45,000.00
P21-03686	Veritiv Operating Company	WAREHOUSE	Stores Supplies	272.52
P21-03687	Multi Service Technology Sol B est Buy Business Advantage	LEMONWOOD	Computer Equipment over \$500	3,972.44
P21-03688	SCHOOL TECH SUPPLY	RITCHEN	Computer Supplies-Instructional	7,472.04
P21-03689	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	3,336.46
P21-03690	SCHOOL TECH SUPPLY	LEMONWOOD	EQUIP/SUPL/MTL	2,854.55
P21-03691	REBECCA JACQUEZ	LEMONWOOD	INSTALL	75.00
P21-03692	Printech	HARRINGTON	MATERIALS & SUPPLIES	163.19
P21-03693	READ WRITE THINK, LLC	LEMONWOOD	S/C INTERVENTION/SERV	6,000.00
P21-03694	GABRIEL ESPINOZA PEREZ	MARINA	SERV/Admin	2,910.00
P21-03695	ANTONIOS ECONOMOS dba/ECONOMOS PAINTING	FACILITIES	DEF MAINT/SITE (PAINTING KAM P2P HALLWAY)	8,541.00
P21-03696	Sam Hill & Sons Inc.	FACILITIES	DEF MAINT/SITE (FRE CONCRETE REPLACEMENT)	51,500.00
P21-03697	COSN	IT	CONF	1,598.00
P21-03698	Audio Dynamix, Inc.	RITCHEN	MATL/SUP/ EQUIP - Instructional	13,838.32
P21-03699	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATLS/SUP	804.08
P21-03700	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,081.74
P21-03701	REBECCA JACQUEZ	RITCHEN	Material & supplies	81.94
P21-03702	Staples Direct	ELM	MATL/SUPP-INSTRUCTIONAL	1,185.93
P21-03703	BARNES AND NOBLE BOOKSELLERS, INC.	BREKKE	Reading Materials	64.62
P21-03704	Lakeshore Learning Materials	MCAULIFFE	Matl/Sup- Instructional	20.75
P21-03705	Ventura Co Office Of Education	SAN MIGUEL	Travel & Conference	25.00
P21-03706	Home Depot Inc	DRIFFILL	MTLS/ SUPL	317.72
P21-03707	Ventura Co Office Of Education	Special Ed	MATLS (PPE)	5,276.70
P21-03708	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,969.96
P21-03709	Jordanos Inc	CNS	supplies	271,335.87
P21-03710	Hertzberg New Method Inc	RITCHEN	BKS (OTHER THAN TXBKS) -Instructional	6,763.36
P21-03711	Uline	ERC	MTLS/SUPL	403.21
P21-03712	N2Y	ERC	SUBSCRIPTION	3,848.00
P21-03713	Ventura Co Office Of Education	ED SERVICES	Conf (LPSBG)	140.00
P21-03714	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-S. PAZ)	17,248.00
P21-03715	SCHOLASTIC INC	Special Ed	MTLS/SUP	2,500.00
P21-03716	STONEFIRE GRILL, 11 INC	ED SERVICES	Matl/Serv	548.26

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-03717	BMI Systems Group	IT	Matl/Sup COVID	1,742.36
P21-03718	The Berry Man Inc	CNS	supplies	27,411.87
P21-03719	Ventura Co Office Of Education	DRIFFILL	CONF/LCFF	40.00
P21-03720	WHEE MANAGEMENT GROUP INC KONA ICE OF VENTURA	FREMONT	Materials and Supplies	60.00
P21-03721	WHEE MANAGEMENT GROUP INC KONA ICE OF VENTURA	FREMONT	Materials and Supplies	280.00
P21-03722	Art Trek	ED SERVICES	SERV (ASP)	171,940.00
P21-03723	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATERIALS AND SUPPLIES	58.19
P21-03724	Ashton Awards Inc Aswell Troph y	DRIFFILL	MATERIALS AND SUPPLIES	27.31
P21-03725	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	ASES	TITLE 1	35,000.00
P21-03726	SMART AND FINAL-C.I. BLVD	RAMONA	MTLS/SUPL-DONATION	105.96
P21-03727	City Of Oxnard	FACILITIES	SITE COST/ ROSE AVE	4,649.31
P21-03728	Jordanos Inc	CNS	supplies	86,390.17
P21-03729	The Berry Man Inc	CNS	supplies	16,516.68
P21-03730	Ventura Co Sch Self-Funding	RISK MGMT	Covid-19 Safety Inspection	128.96
P21-03731	BALFOUR BEATTY CONST. LLC	FACILITIES	BOND/BLDG (ROSE AVENUE CONST SVCS)	48,750.00
P22-00006	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	ASES	SERV (ASES)	2,750,000.00
P22-00007	Reading Horizons	Special Ed	SERV/SPEC ED	778,268.75
P22-00008	William Venegas Hip Hop Mindse t	ASES	SERV	60,000.00
P22-00009	Ventura Co Office Of Education	ASES	SERV (ASES - MATH PROGRAM)	21,800.00
P22-00010	COAST 2 COAST COACHING dba Spo rts for Learning	ASES	SERV	173,280.00
P22-00011	Art Trek	ED SERVICES	SERV (ASP)	34,500.00
P22-00012	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - Dr. Aguilera-Fort	910.00
P22-00013	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - V. Robles-Solis	680.00
P22-00014	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - M. Madrigal Lopez	399.00
P22-00015	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - D. Cordes	769.00
P22-00016	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - K. Martinez	1,105.00
P22-00017	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - J. Lopez	1,105.00
P22-00018	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - L. Lugo Dominguez	595.00
P22-00019	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2021 - M. Noriega	595.00
P22-00020	General Binding Corp.	DRIFFILL	MAINT-Instruction	544.96
P22-00021	General Binding Corp.	ERC	MAINT	473.80
P22-00022	General Binding Corp.	HARRINGTON	MAINT-Instruction	682.26
P22-00023	General Binding Corp.	LEMONWOOD	MAINT-instruction	778.66
P22-00024	General Binding Corp.	MARSHALL	MAINT-Instruction	655.13
P22-00025	General Binding Corp.	MCKINNA	MAINT-admin	547.50
P22-00026	General Binding Corp.	ROSE	MAINT	392.84
P22-00027	General Binding Corp.	FACILITIES	MAINT	491.05
P22-00028	ASCA	Pupil Svcs	CONF- ASCA, Maria Magana & Mayra Perez	398.00
P22-00029	CASBO	RISK MGMT	2021-2022 CASBO Membership Renewal	5,250.00
P22-00030	California School Nurses Org	Pupil Svcs	MEMB- CSNO, M. Sagrado	120.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00031	San Bernardino County Supt Of	ED SERVICES	SERV (Title I)	1,000.00
P22-00032	Mystery Science Inc	ED SERVICES	Software Licenses LCAP 1.9	19,533.00
P22-00033	GREENFIELD LEARNING INC	ED SERVICES	Software License-Lexia 3yr LCAP 1.3	581,933.01
P22-00034	NATIONAL ASSOCIATION OF SCHOOL NURSES. NASN	Pupil Srvs	MEMB- NASN, M. Sagrado	105.00
P22-00035	ASCA	Pupil Srvs	MEMB/CASC, M. Garcia, I. Zavala, K. Ramirez	557.00
P22-00036	Securly, Inc.	IT	Software	164,000.00
P22-00037	AV Masters, Inc. Luners Produc tion Services	ED SERVICES	SERV	2,773.41
P22-00038	AVID CENTER REGISTRATIONS	ASSESS ACCOUN	Memberships AVID & Excel LCAP 1.11	52,525.00
P22-00039	JOYCE SIEGEL/RICHARD SIEGEL	TRANSPORTATIO	SUPPLIES	925.00
P22-00040	VI DEO COMMUNICATIONS			
P22-00040	Document Tracking Services Llc	ASSESS ACCOUN	Prof Serv - Yr 1 of 2 - Doc Track - LCAP 1.10	45,278.00
P22-00041	School Datebooks	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,610.89
P22-00042	General Binding Corp.	CHAVEZ	MAINT-Instruction	408.55
P22-00043	General Binding Corp.	MCAULIFFE	MAINT-instruction	543.98
P22-00044	Granicus, Inc	IT	SOFTWARE (Opie TV)	10,939.56
P22-00045	Orange Co Dept Of Education	SUPERINTENDEN	Conferene Registration for Carmen Vigil Maggiolo	225.00
P22-00046	WESTIN SOUTH COSTA PLAZA	SUPERINTENDEN	Lodgeing For CALSA Summer Institute	779.91
P22-00047	SCHOOL TECH SUPPLY	ASES	MATL/SUP	6,192.16
P22-00048	SCHOOL TECH SUPPLY	IT	Serv	25,800.00
P22-00049	ILLUMINATE EDUCATION INC.	ASSESS ACCOUN	SUPP CONC FUNDS/SERV	192,097.88
P22-00050	Durham School Services	TRANSPORTATIO	SERV LCAP 2.32	4,091,369.82
P22-00051	Ricoh Usa, Inc	PURCHASING	EQUIP-MAINT (SCANNERS-HR/UPDATE KOFAX SOFTWARE)	6,827.74
P22-00052	VENTURA UNIFIED SCHOOL DIST	ED SERVICES	T1/SERV	4,167.75
P22-00053	Matt Oppenheimer Tutorific!	DLI	SUPP CONC/SERV	269,120.00
P22-00054	Ventura Co Office Of Education	Pupil Srvs	SERV (SESS SERVICES)	17,280.00
P22-00055	Diane Turini-Mize	Pupil Srvs	MAA/SERV	92,000.00
P22-00056	Practi-Cal Inc	Special Ed	SERV	140,639.64
P22-00057	Matt Oppenheimer Tutorific!	DLI	TITLE 3/SERV	49,880.00
P22-00058	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	DLI	SERV contract LCAP 1.04	87,200.00
P22-00059	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	DLI	EXPANDED LEARNING OPP/SERV	16,800.00
P22-00060	Matt Oppenheimer Tutorific!	ED SERVICES	TITLE 3/SERV	100,000.00
P22-00061	LINGPERFECT TRANSLATIONS INC.	ED SERVICES	T1/SERV	3,000.00
P22-00062	American Language Services	ED SERVICES	T1/SERV	14,000.00
P22-00063	Calif Assn Of Latino Supt & Ad	FRANK	Conf - Adnministratorl	479.00
P22-00064	WESTIN SOUTH COSTA PLAZA	FRANK	Conf - Instructional	210.39
P22-00065	School Datebooks	FREMONT	Materials and Supplies Instructional	3,222.11
P22-00066	CABE	ED SERVICES	T3/SERV	20,500.00
P22-00067	Oxnard Union High Sch Dist	ED SERVICES	T3/MATL-SUP	8,000.00
P22-00068	Ellevation, LLC	ENGLISH LEARNE	T3/SERV	5,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00069	All Languages Interpreting & T ranslating	SUPERINTENDEN	SERV	15,000.00
P22-00070	Storm Water Systems	TRANSPORTATIO	SERV	6,000.00
P22-00071	ALC SCHOOLS LLC	TRANSPORTATIO	SERV	150,000.00
P22-00072	SAN MATEO-FOSTER CITY SCHOOL D ISTRIC	CNS	MEMB	9,435.00
P22-00073	ADVANCED WORKPLACE STRATEGIES, INC.	TRANSPORTATIO	SERV	1,000.00
P22-00074	SOLUTION TREE INC	LOPEZ	ESSA-CSI/SERV	13,000.00
P22-00075	A-1 TRUCK & EQUIPMENT INC	FACILITIES	Vehicle repair	500.00
P22-00076	Agromin	FACILITIES	Landscape Supplies	3,000.00
P22-00077	Agrex	FACILITIES	Misc. Garden Supplies	5,000.00
P22-00078	Ahern Rentals	FACILITIES	Prof Services	500.00
P22-00079	Ahern Rentals	FACILITIES	Rentals	1,000.00
P22-00080	Airgas USA Inc	FACILITIES	HVAC Materials and Supplies	1,000.00
P22-00081	Airport Towing	FACILITIES	Prof Services	500.00
P22-00082	AMERICAN AUTOMATIC DOORS, INC	FACILITIES	Door Repair	500.00
P22-00083	American Time And Signal	FACILITIES	Audio Visual Materials and Supplies	5,000.00
P22-00084	AMERIGAS PROPANE, LP	FACILITIES	HVAC Materials and Supplies	1,500.00
P22-00085	ANIXTER INC	FACILITIES	Locksmith Materials and Supplies	15,000.00
P22-00086	Appliance Parts of Oxnard, LLC	FACILITIES	HVAC Materials and Supplies	10,000.00
P22-00087	Artesia Sawdust Products, Inc	FACILITIES	Misc. Garden Supplies	5,000.00
P22-00088	Astra Industrial Services In	FACILITIES	Plumbing Materials and Supplies	2,500.00
P22-00089	Astra Industrial Services In	FACILITIES	Misc. Garden Supplies	5,000.00
P22-00090	B And R Tool and Supply Co	FACILITIES	Plumbing Materials and Supplies	500.00
P22-00091	Big Brand Tire Co	FACILITIES	Professional Services	1,500.00
P22-00092	Bird Barrier America Inc	FACILITIES	Materials and Supplies	2,000.00
P22-00093	Buffums Safe and Lock	FACILITIES	Locksmith Materials and Supplies	1,000.00
P22-00094	C & E STORAGE PRODUCTS	FACILITIES	Plumbing Materials and Supplies	500.00
P22-00095	Cal Coast Machinery Inc	FACILITIES	Misc Materials and Supplies	3,000.00
P22-00096	Boething Treeland Farms Inc	FACILITIES	Landscape Supplies	2,000.00
P22-00097	California Carbide	FACILITIES	Materials and Supplies	500.00
P22-00098	California Custom Shells	FACILITIES	Professional Services	1,000.00
P22-00099	Chapins Equip Rentals	FACILITIES	Rentals	500.00
P22-00100	Chapins Equip Rentals	FACILITIES	Rentals	1,500.00
P22-00101	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Roofing Materials and Supplies	500.00
P22-00102	Chemsearch	FACILITIES	Plumbing Materials and Supplies	1,000.00
P22-00103	Closet Factory dba Hardy & Son s	FACILITIES	Misc. Materials and Supplies	700.00
P22-00104	Coastal Pipco	FACILITIES	Plumbing Materials and Supplies	2,000.00
P22-00105	County First Fire Protection	FACILITIES	Professional Service	15,000.00
P22-00106	COMMERCIAL PARTS & SERVICE INC INDUSTRIAL ELECTRIC	FACILITIES	HVAC Materials and Supplies	500.00
P22-00107	Conejo Concrete Pumping Serv	FACILITIES	Materials and Supplies	2,000.00
P22-00108	Daniels Tire Service	FACILITIES	Professional Services	4,000.00
P22-00109	Arrowhead Drinking Water	WAREHOUSE	MATLS	200.00
P22-00110	Daniels Tire Service	FACILITIES	Professional Service	4,000.00
P22-00111	Del Norte Recycling Center	FACILITIES	Professional Services	1,000.00
P22-00112	Calif State Dept Of Justice	DISTRICT OFFICE	SERVICE	20,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00113	Del Norte Recycling Center	FACILITIES	Professional Services	2,500.00
P22-00114	Calif State Board	TRANSPORTATION	FUEL	50.00
P22-00115	Desoto Sales Inc	FACILITIES	Flooring Materials and Supplies	1,500.00
P22-00116	Dial Security	FACILITIES	Professional Service	15,500.00
P22-00117	Dial Security	FACILITIES	Alarm repairs	50,000.00
P22-00118	Diamond A Equipment	FACILITIES	Misc Materials and Supplies	4,000.00
P22-00119	CANON FINANCIAL SERVICES INC	GRAPHICS	MAINT(CANON IPC810)	5,055.60
P22-00120	Drapery Affair The Floor Store	FACILITIES	Flooring Materials and Supplies	12,000.00
P22-00121	CANON FINANCIAL SERVICES INC	GRAPHICS	LEASE (GRAPHICS CANON VARIOPRINT DP 130)	16,576.32
P22-00122	Durbiano Fire Equipment Co	FACILITIES	Professional Services	15,000.00
P22-00123	City Of Oxnard	DISTRICT OFFICE	UTIL/WATER	700,000.00
P22-00124	City Of Oxnard	DISTRICT OFFICE	UTIL	1,800.00
P22-00125	Cmrs Tms	DISTRICT OFFICE	POSTAGE	125,000.00
P22-00126	Coastal Occupational Medical	HR	SERV	10,000.00
P22-00127	Frontier California Inc	DISTRICT OFFICE	COMM/BEST PROG	650.00
P22-00128	Silvas Oil Company Inc	DISTRICT OFFICE	FUEL	89,000.00
P22-00129	Electronic Expeditors, Inc	FACILITIES	Electrical Supplies	1,000.00
P22-00130	Electric Motor Service	FACILITIES	Repair of Maintenance Equipment	4,500.00
P22-00131	Ertel Cabinets & Millwork	FACILITIES	Misc Materials and Supplies	1,000.00
P22-00132	FASTENAL COMPANY	FACILITIES	Materials and Supplies	1,000.00
P22-00133	Ferguson Enterprises Inc	FACILITIES	Plumbing Materials and Supplies	25,000.00
P22-00134	FG Wilcox Inc	FACILITIES	HVAC Materials and Supplies	2,000.00
P22-00135	Florence Filter Corporation	FACILITIES	HVAC Materials and Supplies	15,000.00
P22-00136	GCS Service Inc	FACILITIES	HVAC Materials and Supplies	1,000.00
P22-00137	GMH INC dba/WEST COAST AIR CONDITIONING	FACILITIES	Repairs	500.00
P22-00138	Gold Coast Glass Inc	FACILITIES	Window repair	8,000.00
P22-00139	Grainger Inc	FACILITIES	Misc. Materials and Supplies	30,000.00
P22-00140	H And R Roofing	FACILITIES	Roofing Materials and Supplies	3,000.00
P22-00141	Hagle Lumber	FACILITIES	Structural Materials and Supplies	7,000.00
P22-00142	Home Depot Inc	FACILITIES	Misc Materials and Supplies	40,000.00
P22-00143	JB WHOLESALE ROOFING & BUILDING SUPPLIES, INC	FACILITIES	Roofing Materials and Supplies	2,185.00
P22-00144	Johnstone Supply	FACILITIES	HVAC Materials and Supplies	30,000.00
P22-00145	De Lage Landen Operational Ser	GRAPHICS	LEASE/COPIER	19,500.60
P22-00146	Federal Express Corp	DISTRICT OFFICE	POSTAGE	2,000.00
P22-00147	Frontier California Inc	DISTRICT OFFICE	COMM	330,000.00
P22-00148	FRONTIER COMMUNICATIONS CORP.	IT	SERV/ERATE (ISP SERVICES)	23,051.40
P22-00149	Solarcity Billing Dept	DISTRICT OFFICE	UTIL	150,000.00
P22-00150	Southern Calif Edison Co	DISTRICT OFFICE	UTIL	1,500,000.00
P22-00151	Southern Calif Gas Co	TRANSPORTATION	FUEL	150.00
P22-00152	Postage One	DISTRICT OFFICE	POSTAGE	6,000.00
P22-00153	Southern Calif Gas Co	DISTRICT OFFICE	UTIL/ NATURAL GAS	200,000.00
P22-00154	TIME WARNER CABLE	DISTRICT OFFICE	COMM	100,000.00
P22-00155	UBP- SAN LUIS OBISPO, INC	GRAPHICS	maint	10,000.00
P22-00156	ULTR EX BUSINESS PRODUCTS Ups	DISTRICT OFFICE	postage	100.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00157	Verizon Select Services	DISTRICT OFFICE	COMM	1,000.00
P22-00158	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	7,000.00
P22-00159	Arrowhead Drinking Water	ED SERVICES	MATL/SUP	1,500.00
P22-00160	Tom Rey Garcia dba/ Tomas Cafe & Gallery	ED SERVICES	MATL/SUP	1,000.00
P22-00161	COSTCO WHOLESALE CORPORATION	ED SERVICES	MATL/SUP	1,000.00
P22-00162	PANERA BREAD COMPANY PANERA LL C	ED SERVICES	MATL/SUP	2,000.00
P22-00163	Juan Gonzan DBA Classic Upholstery	FACILITIES	Repairs	1,500.00
P22-00164	JW Enterprises	FACILITIES	Professional Services	500.00
P22-00165	Keenan Supply	FACILITIES	Plumbing Supplies	1,000.00
P22-00166	Kimball Midwest	FACILITIES	Misc Materials and Supplies	10,000.00
P22-00167	Kone Inc	FACILITIES	Professional Elevator Services	28,000.00
P22-00168	KWANG SUNG LEE K & S LAWNMOWER	FACILITIES	Misc Garden Supplies	10,000.00
P22-00169	Lennox Industries Inc	FACILITIES	HVAC Materials and Supplies	5,000.00
P22-00170	Low Voltage Solutions	FACILITIES	Professional Services	2,000.00
P22-00171	Lowe's	FACILITIES	Materials and Supplies	5,000.00
P22-00172	LUIS GUILLEN - OXNARD STEEL OR NAMENTAL & TOOL SUPPLY	FACILITIES	Misc Materials and Supplies	2,000.00
P22-00173	Magnum Fence And Security	FACILITIES	Professional Services	7,000.00
P22-00174	McCarty And Sons Towing	FACILITIES	Professional Services	2,000.00
P22-00175	McMaster Carr Supply Co	FACILITIES	Locksmith Materials and Supplies	20,000.00
P22-00176	Motion Industries Inc	FACILITIES	HVAC Materials and Supplies	5,000.00
P22-00177	Office Depot Bus Ser Div	FACILITIES	Office Materials and Supplies	10,000.00
P22-00178	Oxnard Auto Electric Co	FACILITIES	Electrical Materials and Supplies	500.00
P22-00179	Oxnard Pipe & Supply Co	FACILITIES	Plumbing Materials and Supplies	4,000.00
P22-00180	Package Products & Services In	FACILITIES	Professional Services	7,500.00
P22-00181	Paradise Chevrolet	FACILITIES	Repairs	1,000.00
P22-00182	Paul Moore dba/ Moore Fabrication	FACILITIES	Materials and Supplies	5,000.00
P22-00183	Plastic Window Products	FACILITIES	Materials and Supplies	1,000.00
P22-00184	Praxair Distribution Inc	FACILITIES	HVAC Materials and Supplies	3,000.00
P22-00185	Prime Building Materials	FACILITIES	Misc. Materials and Supplies	10,000.00
P22-00186	Pyro Comm Systems Inc	FACILITIES	Repairs	5,000.00
P22-00187	Pyro Comm Systems Inc	FACILITIES	Audio visual Materials and Supplies	2,000.00
P22-00188	Quiroz Auto Glass	FACILITIES	Repairs	500.00
P22-00189	Refrigeration Hardware Supply	FACILITIES	HVAC Materials and Supplies	3,000.00
P22-00190	SCOTT MACHINE DEV CORP	FACILITIES	Materials and Supplies	1,000.00
P22-00191	Spartan Tools	FACILITIES	Plumbing Materials and Supplies	1,000.00
P22-00192	Sports Facilities Group, Inc	FACILITIES	Repairs	1,000.00
P22-00193	Standard Plumbing Supply DBA Harbor Plumbing	FACILITIES	Plumbing Materials and Supplies	10,000.00
P22-00194	Staples Direct	FACILITIES	Office Materials and Supplies	1,000.00
P22-00195	Tremco Incorporated	FACILITIES	Roofing Materials and Supplies	500.00
P22-00196	TRENCH PLATE RENTAL COMPANY	FACILITIES	Rental / Lease	500.00
P22-00197	Uline	FACILITIES	Electrical Materials and Supplies	514.81
P22-00198	US Air Conditioning Dist	FACILITIES	HVAC Materials and Supplies	10,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00199	Ventura Co Overhead Door Co	FACILITIES	Professional Services	500.00
P22-00200	Vista Ford Of Oxnard	FACILITIES	Repairs	10,000.00
P22-00201	Vista Ford Of Oxnard	FACILITIES	Misc Materials and Supplies	1,000.00
P22-00202	WOLSELEY INVESTMENTS FERGUSON ENTERPRISES	FACILITIES	HVAC Materials and Supplies	5,000.00
P22-00203	Zee Service Co	FACILITIES	Materials and Supplies	2,500.00
P22-00204	AutoZone Stores, LLC	FACILITIES	Misc Materials and Supplies	3,000.00
P22-00205	Ewing Irrigation Products Inc	FACILITIES	Misc. Materials and Supplies	3,500.00
P22-00206	FAMCON PIPE & SUPPLY INC	FACILITIES	Misc Grounds Supplies	500.00
P22-00207	Fence Factory	FACILITIES	Materials and Supplies	10,000.00
P22-00208	Fence Factory	FACILITIES	Rentals	7,000.00
P22-00209	Grainger Inc	FACILITIES	Misc. Materials and Supplies	7,000.00
P22-00210	HARBOR FREIGHT TOOLS	FACILITIES	Misc. Materials and Supplies	1,000.00
P22-00211	Home Depot Inc	FACILITIES	Misc. Materials and Supplies	10,000.00
P22-00212	Hose-Man Inc	FACILITIES	Misc Materials Supplies	1,500.00
P22-00213	Hydropoint	FACILITIES	Prof Service / Irrigation Fees	11,000.00
P22-00214	Jacobsen West Textron Inc	FACILITIES	Equipt Parts	3,000.00
P22-00215	Lowe's	FACILITIES	Misc Gardening supplies	5,000.00
P22-00216	MORNING STAR WORK & SAFETY MORNING STAR SAFETY	FACILITIES	Materials and Supplies	1,500.00
P22-00217	Oxnard Auto Electric Co	FACILITIES	Misc. Materials and Supplies	500.00
P22-00218	Pacific Sod	FACILITIES	Landscape Materials and Supplies	5,000.00
P22-00219	Palm Flex Inc	FACILITIES	Materials and Supplies	1,000.00
P22-00220	AutoZone Stores, LLC	FACILITIES	Misc Materials and Supplies	2,000.00
P22-00221	Port Hueneme Marine Sup Co I	FACILITIES	Misc. Materials and Supplies	1,500.00
P22-00222	Praxair Distribution Inc	FACILITIES	Misc. Materials and Supplies	500.00
P22-00223	SiteOne Landscape Supply, LLC	FACILITIES	Materials and Supplies	5,000.00
P22-00224	Smith Pipe And Supply Co	FACILITIES	Misc. Materials and Supplies	15,000.00
P22-00225	SPECTRATURF	FACILITIES	Misc. Materials and Supplies	2,000.00
P22-00226	State Ready Mix Inc	FACILITIES	Materials and Supplies	500.00
P22-00227	Univar	FACILITIES	Materials and Supplies	4,000.00
P22-00228	Vista Ford Of Oxnard	FACILITIES	Repairs	3,000.00
P22-00229	WESTERN MATERIALS, INC	FACILITIES	Materials and Supplies	1,000.00
P22-00230	White Cap Industries Inc	FACILITIES	Misc. Materials and Supplies	2,000.00
P22-00231	Grainger Inc	FACILITIES	Custodial Materials and Supplies	2,000.00
P22-00232	Home Depot Inc	FACILITIES	Custodial Materials and Supplies	2,000.00
P22-00233	Office Depot Bus Ser Div	Pupil Svcs	MAT/SUP- Open PO	2,000.00
P22-00234	Shred-It USA LLC	FREMONT	Materials and Supplies Instructional	500.00
P22-00235	Shred-It USA LLC	RITCHEN	SERV-Admin.	300.00
P22-00236	UNITED RECORDS MANAGEMENT	DISTRICT OFFICE	SERV/ADMIN	500.00
P22-00237	UNITED RECORDS MANAGEMENT	DRIFFILL	SERV-instructional	300.00
P22-00238	UNITED RECORDS MANAGEMENT	HARRINGTON	MATERIALS AND SUPPLIES ADMIN	300.00
P22-00239	UNITED RECORDS MANAGEMENT	MCAULIFFE	SERV-Instructional	500.00
P22-00240	UNITED RECORDS MANAGEMENT	ROSE	SERV - INSTRUCTIONAL	500.00
P22-00241	Mail Finance	PURCHASING	LEASE AGREEMENT (MAIL MACHINE)	8,236.44

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00242	Mail Finance	GRAPHICS	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER/PRINTER)	15,699.56
P22-00243	Office Depot Bus Ser Div	ASSESS ACCOUNT	matl/sup - Office online order LCAP 1.19	500.00
P22-00244	Office Depot Bus Ser Div	ASSESS ACCOUNT	matl/sup - online order for Testing LCAP 1.18	1,000.00
P22-00245	Office Depot Bus Ser Div	TRANSPORTATION	SUPPLIES	5,000.00
P22-00246	Ventura Co Sch Self-Funding	BUDGET	SERV/Insurance Premium	1,774,655.00
P22-00247	Urbane Cafe Alex Bello-Mgr	ED SERVICES	MATL/SUP	1,092.50
P22-00248	Casto	TRANSPORTATION	MEMBERSHIP	750.00
P22-00249	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	TRANSPORTATION	SERVICES	1,500.00
P22-00250	J Harris Ind Water Treamt, Inc	TRANSPORTATION	RENTALS	1,000.00
P22-00251	Puretec Industrial Water Service-Pro Fire Protection	TRANSPORTATION	MAINTENANCE	500.00
P22-00252	Silvas Oil Company Inc	TRANSPORTATION	OIL	1,000.00
P22-00253	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional	5,000.00
P22-00254	Battery Systems Inc	TRANSPORTATION	SUPPLIES	500.00
P22-00255	Daniels Tire Service	TRANSPORTATION	REPAIRS	1,500.00
P22-00256	Cal Coast Machinery Inc	TRANSPORTATION	SUPPLIES	100.00
P22-00257	DONAHUE TRUCK SALES LLC DONAHUE TRUCK CENTERS	TRANSPORTATION	SUPPLIES	1,000.00
P22-00258	Franklin Truck Parts Inc	TRANSPORTATION	SUPPLIES	1,000.00
P22-00259	Grainger Inc	TRANSPORTATION	SUPPLIES	10,000.00
P22-00260	H&H Auto Parts Wholesale	TRANSPORTATION	SUPPLIES	5,000.00
P22-00261	LAWSON PRODUCTS INC	TRANSPORTATION	SUPPLIES	1,000.00
P22-00262	Pep Boys	TRANSPORTATION	SUPPLIES	2,000.00
P22-00263	AGILIS SYSTEMS, LLC LINXUP	FACILITIES	Prof Services	9,000.00
P22-00264	Allcable Inc	FACILITIES	Electrical Materials and Supplies	5,000.00
P22-00265	All Phase Electric Supply	FACILITIES	Electrical Materials and Supplies	15,000.00
P22-00266	ALTA LIFT INC	FACILITIES	Repair	5,000.00
P22-00267	AMERICAN FLAGPOLE & FLAG CO.	FACILITIES	Materials and Supplies	1,000.00
P22-00268	AMERICOVER INC	FACILITIES	Materials and Supplies	1,100.00
P22-00269	Aswell Trophy And Engraving	FACILITIES	Professional Services	500.00
P22-00270	Barco Products Company	FACILITIES	Misc Supplies	1,000.00
P22-00271	Batteries Plus	FACILITIES	Electrical Materials and Supplies	5,000.00
P22-00272	Batteries Plus	FACILITIES	Custodial Materials and Supplies	2,000.00
P22-00273	BAVCO	FACILITIES	Equipt. Parts	5,000.00
P22-00274	BLAINE WINDOW HARDWARE INC	FACILITIES	Window Materials and Supplies	1,000.00
P22-00275	Bucknail Power Tool Service	FACILITIES	Plumbing Repairs	500.00
P22-00276	C R Laurence Co Inc	FACILITIES	Window Materials and Supplies	500.00
P22-00277	California Quality Plastics	FACILITIES	Misc Materials and Supplies	500.00
P22-00278	CAMFIL USA INC	FACILITIES	HVAC Materials and Supplies	5,000.00
P22-00279	CB ACOUSTICAL	FACILITIES	Materials and Supplies	1,000.00
P22-00280	Cyber Copy Inc	FACILITIES	Professional Services	6,000.00
P22-00281	BSN Sports	RITCHEN	MATL/SUP-Instructional	467.30
P22-00282	Dunn Edwards	FACILITIES	Painting Supplies	5,000.00
P22-00283	Eckharts Trailer Hitch & Weldi	FACILITIES	Repairs	2,000.00
P22-00284	CANON SOLUTIONS AMERICA INC	GRAPHICS	MAINT(CANON IPC810)	10,000.00

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P22-00285	CANON SOLUTIONS AMERICA INC	GRAPHICS	MAINT(GRAPHICS CANON VARIOPRINT DP 130)	10,000.00
P22-00286	CCI Office Technologies	PURCHASING	SUPPLIES	2,000.00
P22-00287	eReplacementParts.com, LLC	FACILITIES	Misc. Materials and Supplies	1,000.00
P22-00288	Foundation Building Matls, LLC	FACILITIES	Misc. Materials and Supplies	5,000.00
P22-00289	Gold Coast Steel & Supply Inc	FACILITIES	Materials and Supplies	1,000.00
P22-00290	Harbor Freight Tools	FACILITIES	Misc Materials and Supplies	1,000.00
P22-00291	Hardnox Llc	FACILITIES	Materials and Supplies	1,000.00
P22-00292	HOME DEPOT PRO-SUPPLY WORKS	FACILITIES	Plumbing Materials and Supplies	5,000.00
P22-00293	Intellicapt	FACILITIES	Materials and Supplies	500.00
P22-00294	Joe F Alvarez Tri County Rhino	FACILITIES	Professional Services	3,000.00
P22-00295	John Pence Building Specs Inc	FACILITIES	Repairs	500.00
P22-00296	Power Machinery Center	WAREHOUSE	MAINT & REPAIRS	1,092.50
P22-00297	Bernardo's Flowers Inc	ED SERVICES	MATL	1,092.50
P22-00298	SMART AND FINAL-C.I. BLVD	ED SERVICES	MATL/SUPP	4,000.00
P22-00299	JuengermannInc dba Spring Industries	FACILITIES	Materials and Supplies	500.00
P22-00300	Kason Western Industries	FACILITIES	Locksmith Materials and Supplies	1,500.00
P22-00301	KEITH'S AUTO	FACILITIES	Vehicle Repair	3,000.00
P22-00302	Mariposa Landscapes, Inc	FACILITIES	Professional Services	30,000.00
P22-00303	Mayan Hardwood Inc	FACILITIES	Flooring Materials and Supplies	1,000.00
P22-00304	Montgomery Hardware Company	FACILITIES	Locksmith Materials and Supplies	5,000.00
P22-00305	Mostafa Gharebaghi 5 Points Smog	FACILITIES	Professional Services	700.00
P22-00306	Pacificom Coast Sound And	FACILITIES	Audio Visual Materials and Supplies	5,000.00
P22-00307	Parts Town, LLC	FACILITIES	Materials and Supplies	2,000.00
P22-00308	PPG ARCHITECT COATINGS, LLC	FACILITIES	Painting Materials and Supplies	4,000.00
P22-00309	Pride Barco Lock Company	FACILITIES	Locksmith Materials and Supplies	500.00
P22-00310	Ron's Signs	FACILITIES	Materials and Supplies	4,000.00
P22-00311	SCIENTIFIC PLASTICS CO., INC	FACILITIES	Plumbing Supplies	500.00
P22-00312	Service Lighting & Electrical Supplies Inc / 1000Bulbs.com	FACILITIES	Electrical Materials and Supplies	1,500.00
P22-00313	Shiffler Equipment	FACILITIES	Misc Materials and Supplies	3,000.00
P22-00314	SIGNET CONTROLS, INC	FACILITIES	Materials and Supplies	5,000.00
P22-00315	SIGNET CONTROLS, INC	FACILITIES	Professional Services	5,000.00
P22-00316	Superior Sanitary Supplies	FACILITIES	Plumbing Materials and Supplies	1,000.00
P22-00317	Tech-Wall Of Ventura Inc	FACILITIES	Repairs	5,000.00
P22-00318	The Glass Wizard	FACILITIES	Window Repairs	2,000.00
P22-00319	TRIMARK ERF, INC BIGTRAY	FACILITIES	Materials and Supplies	500.00
P22-00320	United Refrigeration Inc	FACILITIES	HVAC Materials and Supplies	35,000.00
P22-00321	VENTURA STEEL INC	FACILITIES	Materials and Supplies	1,000.00
P22-00322	VER SALES, INC	FACILITIES	Materials and Supplies	2,000.00
P22-00323	Victor Manuel Tenorio 101 Glas s & Mirror	FACILITIES	Misc. Materials and Supplies	1,000.00
P22-00324	Vortex Industries, Inc	FACILITIES	Repairs	1,000.00
P22-00325	Western Drain Supply	FACILITIES	Plumbing Materials and Supplies	1,000.00
P22-00326	Green Thumb International	FACILITIES	Landscape supplies	5,000.00
P22-00327	H & M Gopher Control	FACILITIES	Professional Services	1,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00328	John A Lagomarsino IV Lagomarsino Transport	FACILITIES	Professional Services	500.00
P22-00329	R A ATMORE AND SONS, INC	FACILITIES	Prof Services	7,000.00
P22-00330	Safety-Kleen Systems Inc	FACILITIES	Professional Services	4,000.00
P22-00331	Target Specialty Products	FACILITIES	Materials and Supplies	3,000.00
P22-00332	Total Clean	FACILITIES	Professional Services	2,000.00
P22-00333	Turf Star	FACILITIES	Equipt. Parts	5,000.00
P22-00334	Ventura Pest Control	FACILITIES	Professional Service	10,000.00
P22-00335	VENTURA STEEL INC	FACILITIES	Materials and Supplies	500.00
P22-00336	West Coast Tree Service	FACILITIES	Professional Services	5,000.00
P22-00337	Extreme Clean	FACILITIES	Custodial Materials and Supplies	1,000.00
P22-00338	Shiffler Equipment	FACILITIES	Custodial Materials and Supplies	2,000.00
P22-00339	Superior Sanitary Supplies	FACILITIES	Custodial Repairs	20,000.00
P22-00340	Superior Sanitary Supplies	FACILITIES	Custodial Materials and Supplies	20,000.00
P22-00341	Sinclair Sanitary Supply Inc	FACILITIES	Custodial Materials and Supplies	5,000.00
P22-00342	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	2,000.00
P22-00343	SHRED-IT USA LLC	DISTRICT OFFICE	SERV	2,500.00
P22-00344	SHRED-IT USA LLC	SORIA	SERV (Instructional)	500.00
P22-00345	SHRED-IT USA LLC	CURREN	serv- instructional	850.00
P22-00346	SHRED-IT USA LLC	LOPEZ	SERVICE/INSTRUCTION	500.00
P22-00347	SHRED-IT USA LLC	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	800.00
P22-00348	SHRED-IT USA LLC	KAMALA	SERV-OFFICE	800.00
P22-00349	SHRED-IT USA LLC	MARSHALL	SERV - Instruction	500.00
P22-00350	SHRED-IT USA LLC	BREKKE	Serv- Instruction	450.00
P22-00351	SHRED-IT USA LLC	MARINA	SRVC-Instruction	400.00
P22-00352	SHRED-IT USA LLC	SIERRA LINDA	serv - instructional	1,000.00
P22-00354	SMART AND FINAL-C.I. BLVD	ASSESS ACCOUNT	matl/sup - as needed LCAP 1.19	1,000.00
P22-00355	STONEFIRE GRILL, 11 INC	ED SERVICES	Matl/Serv	1,000.00
P22-00356	A Z Bus Sales Inc	TRANSPORTATION	SUPPLIES	40,000.00
P22-00357	A Z Bus Sales Inc	TRANSPORTATION	REPAIRS	5,000.00
P22-00358	ADVANCES WORKPLACE STRATEGIES, INC	TRANSPORTATION	SERVICES	3,000.00
P22-00359	ADVANCES WORKPLACE STRATEGIES, INC	TRANSPORTATION	BOOKS	200.00
P22-00360	Ashton Awards Inc Aswell Trophy	TRANSPORTATION	ENGRAVING	2,500.00
P22-00361	CARD INTEGRATORS CORPORATION C I SOLUTIONS	TRANSPORTATION	SUPPLIES	3,000.00
P22-00362	EASY WAY SAFETY SERVICES INC	TRANSPORTATION	SUPPLIES	1,000.00
P22-00363	HIVIS SUPPLY	TRANSPORTATION	SUPPLIES	1,000.00
P22-00364	INCWEBS, INC.	TRANSPORTATION	SERVICES	1,000.00
P22-00365	NATIONAL ASSOCIATION FOR PUPIL TRANSPORTATIONS (NAPT)	TRANSPORTATION	MEMBERSHIP	400.00
P22-00366	Petroleum Telecom Inc DBA Telecom	TRANSPORTATION	REPAIRS	1,000.00
P22-00367	Seon Design (USA) Corp	TRANSPORTATION	SUPPLIES	2,000.00
P22-00368	Sprint	TRANSPORTATION	SERVICES	2,000.00
P22-00369	ZONAR SYSTEM, INC	TRANSPORTATION	SUPPLIES	500.00
P22-00370	Black Gold Industries	TRANSPORTATION	SERVICES	500.00
P22-00371	Harbor Freight Tools	TRANSPORTATION	SUPPLIES	500.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00372	Los Angeles Truck Centers dba Velocity Vehicle Group	TRANSPORTATIO	REPAIRS	2,000.00
P22-00373	Parkhouse Tire, Inc	TRANSPORTATIO	REPAIRS	6,000.00
P22-00374	Flewelling and Moody	FACILITIES	GEN FUND/SERV	100,000.00
P22-00375	BEYOND EQUITY IN EDUCATION LLC	ED SERVICES	SUPP CONC FUNDS/SERV	67,500.00
P22-00376	Lakeshore Learning Materials	CURREN	matl/sup - instructional	132.19
P22-00377	SCHOOL TECH SUPPLY	IT	MAT/SUP	381.27
P22-00378	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ED SERVICES	Books (LCAP 1.3)	65,816.51
P22-00379	SCHOOL TECH SUPPLY	Pupil Srvs	EQUIP- CISCO Phone adapter- (fax)	218.49
P22-00380	SHERMAN GARNETT & ASSOCIATES	ED SERVICES	4200 - Books S. Garnett Handbooks	1,812.24
P22-00381	Pacific Northwest Publishing A ncora Publishing	Pupil Srvs	BOOK- CHAMPS 3rd Ed.	65.59
P22-00382	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	6,512.52
P22-00383	HEAR & C	Pupil Srvs	SERV- Calibration of auditometers and OAE	550.00
P22-00384	Home Depot Inc	FREMONT	Materials and Supplies	69.75
P22-00385	Fred Pryor Seminars	FACILITIES	Conference	348.00
P22-00386	Fred Pryor Seminars	FACILITIES	Conference	99.00
P22-00387	Fred Pryor Seminars	FACILITIES	Conference	149.00
P22-00388	UNITED RECORDS MANAGEMENT	ASSESS ACCOUN	Serv - Bulk Shredding	1,000.00
P22-00389	Office Depot Bus Ser Div	ASSESS ACCOUN	matl/sup - ELPAC testing LCAP 1.18	1,060.14
P22-00390	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	Books LCAP 1.20	393.74
P22-00391	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,435.98
P22-00392	Extreme Clean	WAREHOUSE	Stores Supplies	5,557.82
P22-00393	School Health Corporation	WAREHOUSE	Stores Supplies	2,753.21
P22-00394	Amazon Com	WAREHOUSE	Stores Supplies	427.20
P22-00395	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	582.19
P22-00396	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN	Summer Institute 2021	279.00
P22-00397	JERRY HILL HILLS AUTOMOTIVE SE RVCE	FACILITIES	Professional Services / Uniforms	500.00
P22-00398	WESTIN SOUTH COSTA PLAZA	ED SERVICES	Conf - Instructional	727.74
P22-00399	UNITED RECORDS MANAGEMENT	LEMONWOOD	SERV/INST	500.00
P22-00400	UNITED RECORDS MANAGEMENT	SAN MIGUEL	SERV/INST	300.00
P22-00401	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	212.10
P22-00402	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP -LPSBG	5,000.00
P22-00403	Mutual Of Omaha Insurance Comp	BUDGET	Insurance Premium	52,710.84
P22-00404	Office Depot Bus Ser Div	Special Ed	MATLS/SUPPL	25,000.00
P22-00405	COUNTY OF VENTURA OFFICE OF DI STRICT ATTORNEY	Pupil Srvs	SERV	11,499.97
P22-00406	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	4,000.00
P22-00407	Office Depot Bus Ser Div	BUSINESS	MATLS/SUP	2,500.00
P22-00408	Avid Center	FREMONT	TRAVEL & CONFERENCE	1,700.00
P22-00409	School Health Corporation	Pupil Srvs	MAT/SUP- SPOT carrying case- Nurses	399.86

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P22-00410	N2Y	ERC	SUBSCRIPTION	36,906.28
P22-00411	LRP Publications Inc	Special Ed	SUBSCRIPTION (SPED LAW)	244.50
P22-00412	Calif Assn Of Latino Supt & Ad	ED SERVICES	Conf - Admistratorl	618.00
P22-00413	Southwest Plastic Binding Co S outhwest Binding & Laminating	WAREHOUSE	Stores Supplies	1,720.03
P22-00414	Solution Tree	LOPEZ	LICENSE/INSTRUCTION	3,500.00
P22-00415	Successful Innovations, Inc.	ED SERVICES	CONF-Goal #1, Action #14	9,100.00
P22-00416	School Serv Of Calif Inc	BUSINESS	SERV	24,000.00
P22-00417	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	FACILITIES	Electrical Materials and Supplies	500.00
P22-00418	FOLLETT SCHOOL SOLUTIONS, INC	ASSESS ACCOUNT	Software - Follett Destiny LCAP 1.17	47,709.01
P22-00419	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF- LCAP 1.04 (Title II)	10,000.00
P22-00420	Walmart	Pupil Srvs	MATL/SUP LCAP 2.23	2,500.00
P22-00421	FAMCON PIPE & SUPPLY INC	FACILITIES	Misc Materials Supplies	500.00
P22-00422	California Electric Company	FACILITIES	Professional Services	500.00
P22-00423	Henry Schein	WAREHOUSE	Stores Supplies	166.76
P22-00424	UCLA	DISTRICT OFFICE	CONF-LCAP 1.19	150.00
P22-00425	Meredith Digital, Inc	LOPEZ	MATL/SUPPLY-INSTRUCTION	5,000.00
P22-00426	Flocabulary, Inc	FREMONT	License subscription/instruction	2,600.00
P22-00427	MIND RESEARCH INSTITUTE	ED SERVICES	SOFTWARE-LCAP 1.05	195,980.00
P22-00428	SHRED-IT USA LLC	ELM	SERV - Instruction	500.00
P22-00429	SHRED-IT USA LLC	MCKINNA	Serv-Instruction	800.00
P22-00430	SHRED-IT USA LLC	RAMONA	SERV - INST	400.00
P22-00431	Apple Computer Inc	Special Ed	Mat'l	327.74
P22-00432	Apple Computer Inc	Special Ed	APP	10.91
P22-00433	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	Books LCAP 1.20	113.05
P22-00434	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	505.00
P22-00435	QUINN COMPANY	FACILITIES	Equipment	16,511.59
P22-00436	Mel Giffin, Inc.	FACILITIES	Repairs	1,800.73
P22-00437	BARNES AND NOBLE BOOKSELLERS, INC.	LEMONWOOD	BOOKS (Instructional)	715.86
P22-00438	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	37,613.66
P22-00439	TOM HENSON HENSON MUSIC CENTER	LOPEZ	MATL/SUPPLY-INSTRUCTION	500.00
P22-00440	POSTCARDGURU PRINT & PROMO	ED SERVICES	SERV	2,131.00
P22-00441	Hensons Music Center	LOPEZ	REPAIRS-INSTRUCTION	500.00
P22-00442	Insect Lore Products	ASES	MTRL/SUP	751.17
P22-00443	SMART AND FINAL-C.I. BLVD	CNS	supplies	5,244.00
P22-00444	Petroleum Telcom Inc DBA Telec om	MCKINNA	Serv-instructional	655.50
P22-00445	SONOVA USA INC	Pupil Srvs	EQUIP- Roger 18 and Roger Easy Pen	2,537.15
P22-00446	McCarty And Sons Towing	FACILITIES	Professional Services	2,000.00
P22-00447	Natl School Public Relations	ASES	CONF	1,130.00
P22-00448	Office Depot Bus Ser Div	ASES	MAT/SUPL	45,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00449	COSTCO WHOLESALE CORPORATION	ASES	MTRL/SUPL	2,000.00
P22-00450	Walmart	ASES	MATL/SUP	5,000.00
P22-00451	Office Depot Bus Ser Div	EARLY CHILDHOOD	Mat/Sup - Instruction	20,000.00
P22-00452	Coastal Pipco	FACILITIES	Misc Materials and Supplies	9,000.00
P22-00453	GATEWAY EDUCATION HOLDINGS LLC SAVVAS LEARNING CO., LLC	ERC	Textbooks	4,521.64
P22-00454	White Cap Industries Inc	FACILITIES	Misc. Materials and Supplies	1,000.00
P22-00455	Office Depot Bus Ser Div	CNS	supplies	3,277.50
P22-00456	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	CNS	SUPPLIES	546.25
P22-00457	California School Boards Assoc	SUPERINTENDEN	CSBA/ELA Membership INV-55771-P7S9P1	20,643.00
P22-00458	US Bank - Corporate Trust	BUDGET	DEBT SVC - Doris-Patterson COP	280,000.00
P22-00459	Blick Art Materials	ASES	MTRL/SUPL	8,000.00
P22-00460	SMART AND FINAL-C.I. BLVD	ASES	MTRL/SUPL	2,000.00
P22-00461	POSTCARDGURU PRINT & PROMO	ASES	SERV	15,000.00
P22-00462	Barnes And Noble	ASES	MTRL/SUPL	5,000.00
P22-00463	Guitar Center	ASES	MATL/SUP	10,000.00
P22-00464	Aswell Trophy And Engraving	ASES	MTL/SUPL	1,000.00
P22-00465	SMART AND FINAL-C.I. BLVD	EARLY CHILDHOOD	Mat/Sup - Instruction	1,000.00
P22-00466	Lakeshore Learning Materials	EARLY CHILDHOOD	Mat/Sup - Instruction	5,000.00
P22-00467	BSN Sports	WAREHOUSE	Stores Supplies	1,312.33
P22-00468	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,754.01
P22-00469	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,065.84
P22-00470	Petroleum Telcom Inc DBA Telecom	LOPEZ	REPAIRS/INSTRUCTION	1,000.00
P22-00471	Petroleum Telcom Inc DBA Telecom	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,000.00
P22-00472	Amazon Com	Special Ed	Mat'l (Rosalinda Sanchez)	58.37
P22-00473	Grainger Inc	WAREHOUSE	Stores Supplies	463.57
P22-00474	Uline	WAREHOUSE	Stores Supplies	2,212.97
P22-00475	Hilton San Diego Bayfront	SUPERINTENDEN	CONF/TRAVEL	581.08
P22-00476	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	CNS	MATERIAL/SUPPLIES	31,956.94
P22-00477	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	CNS	MATERIAL/SUPPLIES	20,437.98
P22-00478	Jordanos Inc	CNS	MATERIALS/SUPPLIES	3,821.14
P22-00479	Renaissance Learning Inc	ASSESS ACCOUNT	online license 2 year - LCAP 1.16	1,288,888.00
P22-00480	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	17,623.34
P22-00481	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,560.99
P22-00482	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	5,811.84
P22-00483	Angelo Juliani Adaptable Learning	ED SERVICES	Conf (LCAP 1.20) LCFF	345.00
P22-00484	Orange Co Dept Of Education	ASSESS ACCOUNT	5200 - CAASFEP Webinar	400.00
P22-00485	Shaw Hr Consulting	HR	Serv-	32,775.00
P22-00486	SCHOOL SERVICES OF CALIFORNIA, INC.	HR	Conf-	825.00
P22-00487	ZONAR SYSTEM, INC	TRANSPORTATION	SERVICES	12,000.00
P22-00488	THE HOSE-MAN	TRANSPORTATION	SUPPLIES	500.00

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Includes Purchase Orders dated 06/08/2021 - 07/15/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00489	RPM TOOL GROUP ROB PEREZ SNAPO N TOOLS	TRANSPORTATIO	SUPPLIES	2,500.00
P22-00490	SMART AND FINAL-C.I. BLVD	HR	Supp-	500.00
P22-00491	SCHOOL TECH SUPPLY	ASES	MATL/SUP	420.97
P22-00492	SCHOOL TECH SUPPLY	IT	Repair	415.04
P22-00493	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	1,026.95
P22-00494	Office Depot Bus Ser Div	HR	Supplies	5,462.50
P22-00495	Quiroz Auto Glass	TRANSPORTATIO	REPAIRS	500.00
P22-00496	Soap Man	TRANSPORTATIO	SUPPLIES	1,000.00
P22-00497	VENTURA COUNTY AUTO SUPPLY NAP A AUTO PARTS	TRANSPORTATIO	SUPPLIES	500.00
P22-00498	DONAHUE TRUCK SALES LLC DONAHUE TRUCK CENTERS	TRANSPORTATIO	REPAIRS	1,000.00
P22-00499	McCarty And Sons Towing	TRANSPORTATIO	SERVICES	2,000.00
P22-00500	O'REILLY AUTOMOTIVE STORES	TRANSPORTATIO	SUPPLIES	2,500.00
P22-00501	WIDMORE MANAGEMENT LLC EL POLL O LOCO	HR	Supp-	546.25
P22-00502	Pep Boys	TRANSPORTATIO	REPAIRS	1,000.00
P22-00503	WESTIN SOUTH COSTA PLAZA	HR	Conf - Instructional	531.78
P22-00504	WESTIN SOUTH COSTA PLAZA	HR	Conf - Instructional	276.99
P22-00505	Office Depot Bus Ser Div	PURCHASING	MATLS	1,000.00
P22-00506	Department Of Social Services	EARLY CHILDHOOD	SERV	1,586.31
P22-00507	Costco Wholesale	PURCHASING	MEMB	120.00
P22-00508	Witherspoon Ent Inc DBA Port A Stor	IT	RENTAL	1,320.00
P22-00509	Witherspoon Ent Inc DBA Port A Stor	EARLY CHILDHOOD	RENTAL	780.00
P22-00510	Witherspoon Ent Inc DBA Port A Stor	WAREHOUSE	RENTAL (PPE SUPPLIES)	1,320.00
P22-00511	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,940.03
P22-00512	Petroleum Telcom Inc DBA Telec om	Special Ed	MATLS	2,075.75
P22-00513	DreamBox Learning, Inc.	ED SERVICES	SERV-Goal #1, Action #5	38,000.00
P22-00514	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	SAN MIGUEL	Books Other Than Textbooks	5,394.87
P22-00515	N2Y	Special Ed	SERVICES WEBINAR	3,250.00
P22-00516	Ellevation, LLC	ED SERVICES	SFTW/APPS-Goal #1, Action #10	76,065.00
P22-00517	SCHOOL TECH SUPPLY	Special Ed	COMP EQUIP	1,469.41
P22-00518	CN School & Office Sol, Inc Cu lver-Newlin	BUSINESS	MATLS - CONF TABLE	1,071.97
P22-00519	Office Depot Bus Ser Div	RISK MGMT	Office Materials and Supplies	3,500.00
P22-00520	Witherspoon Ent Inc DBA Port A Stor	CNS	rental (ELM/LEM)	1,320.00
P22-00521	Office Depot Bus Ser Div	WAREHOUSE	MTLS	61.16
P22-00522	CN School & Office Sol, Inc Cu lver-Newlin	Pupil Srvs	MAT/SUP- Desk, Alfredo G.	2,099.13
P22-00523	Coast To Coast Computer Prod	FACILITIES	MATL/SUP	2,000.00
P22-00524	Jordanos Inc	WAREHOUSE	Stores Supplies	867.49
P22-00525	Express Business Machines	PURCHASING	MAINT(ARCHIVES)	650.00
P22-00526	SCHOOL NUTRITION ASSOCIATION	CNS	membership	132.50

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Includes Purchase Orders dated 06/08/2021 - 07/15/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00527	Amazon Com	Special Ed	MATL/SUP (R.S)	28.93
P22-00528	Amazon Com	RISK MGMT	Ergonomic Materials and Supplies	1,004.37
P22-00529	Amazon Com	MARSHALL	Mat/Sup - Instr (RSG)	30.57
P22-00530	Witherspoon Ent Inc DBA Port A Stor	FACILITIES	RENTAL	40,000.00
P22-00531	Daniels Tire Service	WAREHOUSE	REPAIRS	300.00
P22-00532	Ashton Awards Inc Aswell Troph y	SUPERINTENDEN	ASWELL TROPHY - ASHTON AWARDS	1,000.00
P22-00533	Smart And Final Iris Co	SUPERINTENDEN	SUP	2,000.00
P22-00534	Office Depot Bus Ser Div	SUPERINTENDEN	Blanket PO for 2020/2021 FY	5,000.00
P22-00535	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SUPERINTENDEN	Blanket Purchase Order 2021-2022	500.00
P22-00536	COSTCO WHOLESALE CORPORATION	SUPERINTENDEN	Blanket Putchased Order 2021-2022 school year	1,000.00
P22-00537	Walmart	SUPERINTENDEN	Blanket Purchase Order 2021-2022	500.00
P22-00538	HOME COUNTY PIZZA INC DOMINO'S PIZZA	SUPERINTENDEN	Blanket Purchase Order 2021-2022	500.00
P22-00539	Printech	RITCHEN	MAINT-instruction	1,900.00
P22-00540	Allcable Inc	IT	MATL/SUP (IT DEPT)	500.00
P22-00541	FACILITIES PROTECTION SYSTEMS	IT	MAINT RENEWAL	1,450.00
P22-00542	Solarwinds, Inc	IT	SERV (HDesk Licenses)	4,346.00
P22-00543	Office Depot Bus Ser Div	IT	COMP/SUP (IT DEPT)	500.00
P22-00544	Office Depot Bus Ser Div	IT	MATL/SUP (IT DEPT)	5,000.00
P22-00545	Home Depot Inc	IT	MAT/SUP (IT DEPT)	500.00
P22-00546	School Nutrition Association	CNS	membership	210.00
P22-00547	Witherspoon Ent Inc DBA Port A Stor	SAN MIGUEL	RENTAL	1,620.00
P22-00548	Office Depot Bus Ser Div	ASSESS ACCOUN	mat/sup - NT orientation LCAP 1.20	117.27
P22-00549	Amazon Com	ASSESS ACCOUN	mat/sup - NT orientation LCAP 1.20	44.77
P22-00550	Grainger Inc	IT	MATL/SUP (IT DEPT)	500.00
P22-00551	Lowe's	ASES	MTRL/SUPL	31.09
P22-00552	Printech	KAMALA	MAINT-instruction	2,325.00
P22-00553	Printech	SAN MIGUEL	MAINT/ INSTRUCTION	750.00
P22-00554	STONEFIRE GRILL, 11 INC	SUPERINTENDEN	Open Purchase Order 2021-2022	650.00
P22-00555	SCHOOL TECH SUPPLY	BUSINESS	color printer	734.03
P22-00556	ORIENTAL TRADING COMPANY	ASSESS ACCOUN	matl/sup - NT orientation LCAP 1.20	164.41
P22-00557	BMI Systems Group	IT	MAT/SUP	565.16
P22-00558	CANON SOLUTIONS AMERICA INC	WAREHOUSE	Stores Supplies	24,410.82
P22-00559	International Sanitary Supply Association, Inc.	FACILITIES	Processional Services	6,950.00
Total Number of POs			611	Total 20,271,686.00

Fund Recap

Fund	Description	PO Count	Amount
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Includes Purchase Orders dated 06/08/2021 - 07/15/2021

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	43	364,357.51
130	CAFETERIA FUND	7	446,183.04
140	DEFERRED MAINTENANCE FUND	4	143,864.24
214	BOND FUND MEASURE D 2016	2	53,399.31
Total Fiscal Year 2021			1,007,804.10
010	GENERAL FUND	538	18,866,558.32
120	CHILD DEVELOPMENT FUND	5	28,366.31
130	CAFETERIA FUND	12	88,957.27
214	BOND FUND MEASURE D 2016	1	280,000.00
Total Fiscal Year 2022			19,263,881.90
Total			20,271,686.00

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Includes Purchase Orders dated 06/08/2021 - 07/15/2021

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P14-00044	11,025,146.72	214-6205	BOND FUND MEASURE D 2016/PROGRAM MANAGEMEN	180,000.00
P19-03068	1,903,008.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	380,601.60
P21-00187	11,434.06	010-5632	GENERAL FUND/REPAIRS	1,500.00
P21-00214	2,545.67	010-4331	GENERAL FUND/AUDIO VISUAL REPAIR	2,000.00-
P21-00325	4,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	260.28
P21-00360	40,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,869.58
P21-00419	220,887.50	010-5510	GENERAL FUND/UTILITIES NATURAL GAS	27,922.76
P21-00440	14,153.33	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,100.00
P21-00500	7,966.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P21-00501	25,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00757	55,179.12	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	8,782.77
P21-00759	46,149.39	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	5,780.49
P21-00767	45,347.74	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	7,102.39
P21-01568	1,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00
P21-02417	1,906.87	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	177.13-
P21-02556	2,063.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,100.00
P21-02992	360.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	386.37-
P21-03074	5,387.82	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1,334.91
P21-03176	196.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	29.28-
P21-03216	865.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	365.00
P21-03232	488.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.98-
P21-03384	2,308.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	475.84-
P21-03398	158.79	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P21-03437	2,034.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,816.83
P21-03443	5,569.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.74-
P21-03467	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P21-03477	505.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	177.53-
P21-03486	43.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	29.24-
P21-03543	352.78	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.98
P21-03544	268.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.54-
P21-03563	7,043.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	195.08-
P21-03566	4,478.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,387.25-
P21-03610	1,895.84	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	165.05-
P21-03613	11,853.50	010-6400	GENERAL FUND/EQUIPMENT	20.00
P21-03624	221.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	29.64-
P21-03635	1,580.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	145.51-
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	152.59-
			Total PO P21-03635	298.10-
P21-03637	2,359.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83-
P21-03674	3,032.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	711.93-
			Total PO Changes	621,728.06

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OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Selection of Vendor for Child Nutrition Program (Quinto/Lugotoff)

The Oxnard School District Department of Child Nutrition Services is making the recommendation for the Staple, Dry Goods and Grocery Products vendor selection for the 2021-22 school year. The selected vendor has a history of providing a high quality of products and service to the district.

FISCAL IMPACT:

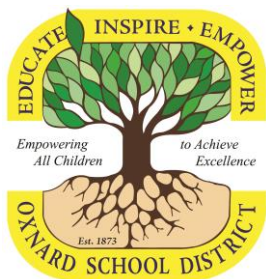
None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of the Staple, Dry Goods and Grocery Products vendor for the Child Nutrition Program for the 2021-22 school year.

ADDITIONAL MATERIALS:

Attached: [Memo re: Selection of Vendor \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

Child Nutrition Services

To: Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services
From: Suzanne Lugotoff, Director of Child Nutrition Services
Date: June 30, 2021
Re: **Selection of Vendor for Child Nutrition Services, 2021_22 School Year_ Staple, Dry Goods and Grocery Products**

Oxnard School District, Child Nutrition Services Department is making a recommendation for vendor selection for the 2021/22 school year. The selected vendor has a history of providing high-quality products and service to the district.

Staple, Dry Goods and Grocery Products

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for in 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Facilities Agreement

Approval and Adoption of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)

At the June 23, 2021 regularly scheduled board meeting, the Board received the June 2021 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The June 2021 Report provides the seventeenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last December 2020 six-month update (adopted by the Board in January 2021) and the time of this document’s publishing in June 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$341.5 million due to decreased estimated State aid and developer fee revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The total Program Reserve has increased to \$18.2 million over the remaining phases of implementation.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accepts and adopts the June 2021 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs

staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [June 2021 Semi-Annual Implementation Program Update Report \(63 pages\)](#)



June 2021



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees

CFW
— INC. —



Prepared by:

Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Debra M. Cordes, President
Veronica Robles-Solis, Clerk
Monica Madrigal Lopez, Trustee
Jarely Lopez, Trustee
Katalina Martinez, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Ruth F. Quinto, CPA, Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Victor Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the seventeenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last December 2020 six-month update (adopted by the Board in January 2021) and the time of this document’s publishing in June 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated Master Budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District began the school year with all distance learning and has moved to a blended learning format with students receiving instruction in both in-person and remotely. Under the distance learning model, schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers meet with students via Zoom, Google Meets or Teams during synchronous learning time. Students worked on completing projects and assignments related to the standards to show mastery of the standards during asynchronous learning time. During independent learning, student work on software instructional programs. As the District moved to having students return for in-person

instruction, blended learning schedules were developed. These schedules continued to provide for synchronous and asynchronous instruction.

As the District continues to bring students back for in person instruction, it is anticipated that the district will move forward with the three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum are developed for those standards, and they are integrated with the academies at each of the school sites. Specific staff development related to this initiative for both administrators and teachers that was put on hold during the pandemic will continue.

Learning loss mitigation and the reconstitution of in-person school site learning communities will be a priority for the upcoming summer school session as well as the 2021-22 school year. Successful teaching models and new learning tools implemented during distance and blended learning will need to be integrated back into the physical classroom where appropriate. The adopted standards for 21st Century classrooms should also be examined to better accommodate any changes in the District's instructional models. The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. Additional 21st Century improvements are currently being designed at two additional schools. With a greater reliance on technology stemming from implementation of distance and blended learning models, there may be a greater discrepancy between the schools that have 21st Century classrooms and those that do not. Future discussions will need to address how the equity issues within the classrooms are addressed and mitigated.

1.2 FACILITIES PROGRAM

The Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk

of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

Major progress of facilities projects over the last six-month period include:

- Approval of the design plans from the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe Elementary and Ritchen Elementary
- California Department of Education (CDE) approval of the design plans for the modernization at McAuliffe Elementary with CDE approval for Ritchen anticipated soon
- Continued negotiation of a guaranteed maximum price (GMP) construction contract for the Rose Avenue reconstruction project
- State review of modernization funding applications for Harrington and Lemonwood projects for placement on the State Allocation Board (SAB) agenda for unfunded approvals

Due to decreases in availability of Program funding, the District is anticipated to be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The District’s submitted reimbursement applications on the State’s workload list for new construction grants have either come up for review or are scheduled to be reviewed by the State soon. Due to the District’s decline in enrollment, the District does not qualify for new construction grants at this time resulting in a substantial decrease in estimated program revenues. In addition, due to enrollment declines, Level 2 developer fees may no longer be justified and the District will have to adopt Level 1 fees in 2022 resulting in a decrease in projected available developer fee funds for the Program.

Total sources of funding are anticipated to decrease to approximately \$341.5 million from \$410 million due to decreased State aid and developer fee revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program pending additional future funding. The total Program Reserve is anticipated to be \$18.2 million over the duration of the Program. Program projects, sequencing, and timelines continue to be reviewed

and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications and projected decreases in enrollment by the District has negatively affected current State aid eligibility for Program reimbursements and implementation, providing the need to consider further local funding options.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board
- Action will be presented for the Board's consideration at the next Board meeting in August

EDUCATIONAL PROGRAM

Following the outbreak of COVID-19 and the ensuing worldwide pandemic, the State of California implemented a shelter-in-place order that required the Oxnard School District (District) to implement a distance learning model for the remainder of the 2019-20 school year and for the majority of the 2020-21 school year. As with many school districts in the State and country, the District began the 2020-21 school year with distance learning and moved to a blended learning model with students receiving instruction in both in-person and remote settings. As it pertains to the upcoming 2021-22 school year, the State articulated a strong preference that school districts resume full-time, in-person instruction.

Throughout the past school year, the District monitored academic programs to facilitate student learning as well as to identify and provide needed support to students. At the school sites, there continues to be an emphasis on good first instruction, creating a collaborative culture, using data to drive decisions, and use evidence based instructional practices. Teachers have had to learn to modify the ways in which these initiatives are implemented due to the changes caused by COVID-19 pandemic response, i.e., the use of new technologies and ways to connect with students, use of current technologies in a different way, use of diverse online resources, and new classroom management techniques necessary for distance and blended learning models. As full-time in-person instruction resumes, maintaining and supporting in-person learning communities and collaboration as well as the integration of new learning tools and techniques that were successfully deployed since the shelter-in-place order will remain important.

Regardless of the instructional model employed, the Academic Goals for the District continue to be that:

- All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities
- Students will demonstrate consistent academic growth on district-based assessments
- Students will demonstrate sustainable academic growth by moving one or two levels across the different bands in the SBAC
- The number of students meeting and exceeding standards will increase
- An additional three to five percent of students will move from approaching to meeting and/or exceeding standards (3 consecutive years)

A plan for realignment of the Educational Services Department was presented to the Board in November 2020 to support the District's vision, mission, and goals for student achievement. The District began hiring for the positions called for in the realignment as well as the implementation of the desired processes needed to meet the academic goals of the District.

2.1 DISTANCE AND BLENDED LEARNING

The District began the 2020-21 school year with all students receiving instruction through a distance learning model pursuant to the guidance of local and State health officials. Schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers met with students via Zoom, Google Meets or Teams during synchronous learning time. Students worked on completing projects and assignments related to the standards to show mastery of the standards during asynchronous learning time. During independent learning, students engaged through instructional software programs: Lexia Core 5, Lexia Power Up and STMath, and Mystery Science. As the District moved to having students return for in person instruction, blended learning schedules were developed and implemented at each of the school sites to provide for synchronous and asynchronous instruction.

Due to the heavy use of technology, the District provided technology support at every school for students and parents who were having difficulty with their iPad or Wi-Fi hot spot. The District created a number of videos to help answer common questions and provide basic troubleshooting techniques for parents and students to use. The full implementation of a learning management system (LMS), Canvas, has also proved to be invaluable. The LMS allowed teachers to upload curriculum into the system so that it is available to both students and parents online and organized by grade and by class with links to assignments and assessments. The LMS has also allowed for teacher collaboration. For example, to enhance the social studies curriculum, teams of teachers created grade level units for social science that were placed into Canvas and shared across digital classrooms.

To improve the instructional programs and meet the academic needs of the students, a reorganization plan was implemented to align positions more fully to meet the District's educational program goals. A new emphasis has been placed on improving authentic engagement, communication and collaboration with the families and community, providing equity between the staff, families, and community as well as to provide enrichment opportunities for all students. The District has continued to address systemic inequalities between student groups that include English learners, African Americans, and other sub-groups and to increase communication with these families. The emphasis on engagement across the spectrum of students is vital as the full impact of the pandemic on academic achievement is not yet known. It is anticipated that the District will need to invest substantial resources to bring students to grade level across the board.

As the District continues to bring students back for in person instruction, it is anticipated that the District will move resume with the three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum are developed for those standards, and they are integrated with the academies at each of the school sites. Staff development for both administrators and teachers that was put on hold during the pandemic will continue.

2.2 IN PERSON LEARNING AND 21ST CENTURY ENVIRONMENTS

As student instruction transitions back into full-time, in-person learning, some of the positive changes brought about by COVID- 19 pandemic will continue to be implemented. Having the learning environments to support continued implementation of the online curriculum, the ability to provide both synchronous and asynchronous learning to meet the individual needs of students, is important. It is equally important that students continue to be provided opportunities to engage in digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating (21st Century skills) while learning the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS). It is critical that teachers provide opportunities for students to develop and use 21st Century skills deemed important by the World Economic Forum to prepare students successfully for the workforce. A classroom designed to support learning and using these 21st Century skills is vital to their implementation.

The State has provided guidance to bring all students back into the classrooms for learning for the 2021-22 school year. Only Independent Study programs will be allowed to have an all-distance learning format. In addition to bringing students back into the classroom, the District will need to offer programs to mitigate learning loss and to support student's social and emotional needs. Summer school will be offered to students to provide additional educational opportunities as one way to mitigate learning loss. Summer Writing, Science and Math Camps will be offered. Special programs will be brought in during summer school to help students who need social and emotional support. Both the State and Federal government are providing additional money and incentives to support the District in making this full transition for in person instruction in the classroom. In most cases, State and Federal funding related to COVID-19 relief is tied to resuming in-person instruction and providing upgrades to air filtration and circulation. The cost of implementing appropriate 21st century learning environments that support these 21st century skills remains up to local school districts and their communities.

The District has learned several things from the pandemic, the responses to it and adaptations made for continuous learning opportunities. There was a far greater reliance on technology and how to harness the power of technology to support learning. As the District moves forward, it will need to reflect on the positive changes brought on by the pandemic, what should be continued and/or added into the classroom instruction as the District moves forward in bringing students back to schools and mitigating learning loss. Currently the District has an adopted facility specification for 21st Century classrooms. The changes needed to support the programs that will now be brought into the classrooms needs to be evaluated to determine what additional changes may need to be made to the 21st Century classrooms specification. Because the 21st Century classroom specification set by the District is flexible and mobile, these changes should be easily accommodated as the District moves forward.

The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. Additional 21st Century improvements are currently being designed at two additional schools. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to foster the 21st Century skills students need. With a greater reliance on technology stemming from the implementation of distance and blended learning models, there may be a

greater discrepancy between the schools that have 21st Century classrooms and those that do not as more teachers embrace technology and its power in facilitating learning. Future discussions will need to address how the equity issues within the classrooms are addressed and mitigated.

STATE & LOCAL CONSIDERATIONS

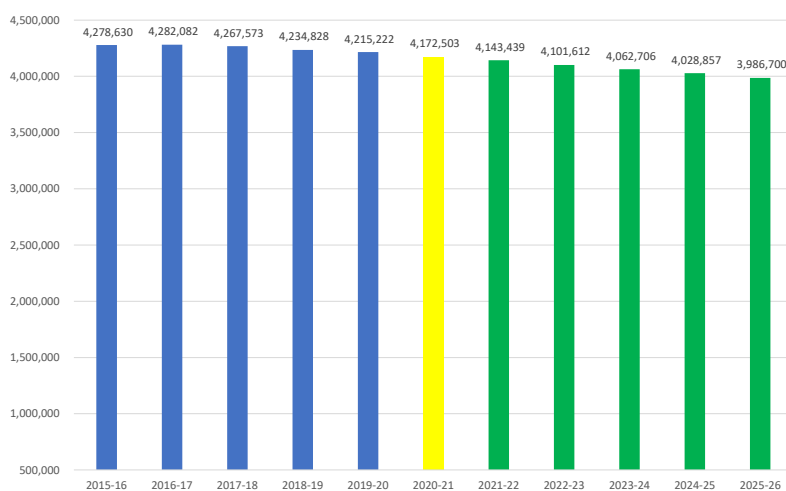
Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program (Program). The following section provides a brief update on the impact of the District's declining enrollment on the Program as well as the State's policies regarding the implementation of the State School Facilities Program (SFP) and other facilities funding sources.

3.1 STUDENT ENROLLMENT

Similar to the importance of student enrollment to LCFF funding, enrollment plays a key role in a district's ability to garner facilities funding from State and local sources. The California Department of Finance Demographic Research Unit tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births rates. Since 2010, these projects have included the number of transitional kindergarten (TK) students in the count of kindergarten enrollment.

Figure 1 illustrates K-8 enrollment for the State overall. K-8 enrollment has been generally level over the last five years with an overall decline of approximately 2% over the last three years. It is projected that modest declines in student enrollment will continue over the next five years due to a general decrease in births across California, which corresponds to lower future enrollment.

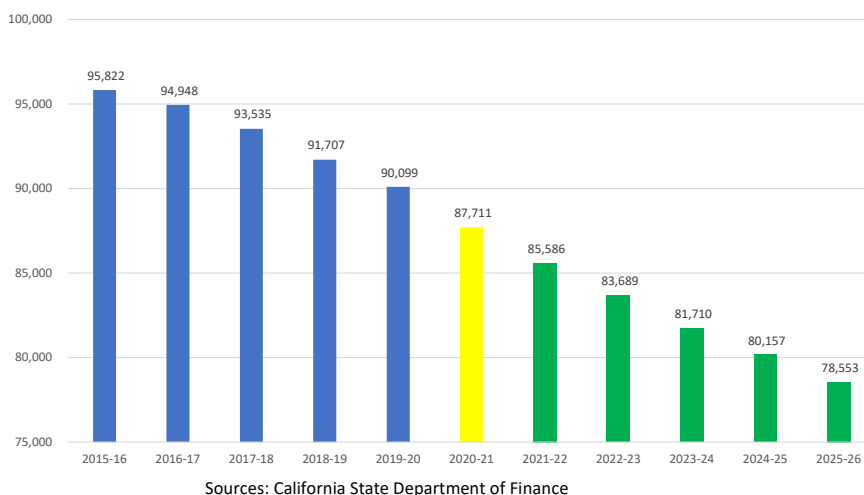
Figure 1: California State K-8 Enrollment



Sources: California State Department of Finance

More locally, Figure 2 shows the State’s data for K-8 enrollment in Ventura County and indicates a decrease of 8,111 students, or approximately 9%, since 2015-16. In addition, it is projected that K-8 student enrollment in Ventura County will continue to decrease by approximately 12% percent, or 9,158 K-8 students, by 2025-26.

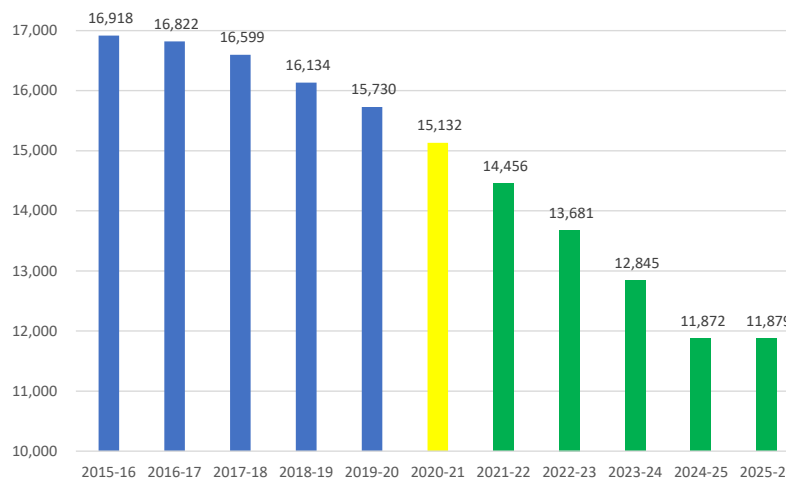
Figure 2: Ventura County K-8 Enrollment



The OPSC uses a formula to project enrollment five years or ten years into the future to determine eligibility for new construction funding. The method of projecting enrollment into the future involves current and historical enrollment data for a district. The data is projected into the future for five years or ten years using a method provided by OPSC and referred to as the “Cohort Survival Method”. The Cohort Survival Method calculates a projection for District enrollment by extrapolating recent enrollment trends into the future, accounting for the rate of movement between grade levels, and comparing recent birth data to actual kindergarten enrollment five years later. For the five-year enrollment projection method, the State also allows the ability to factor in approved residential developments within the District’s boundaries, which may result in additional projected students. Districts may elect to use the five-year or ten-year enrollment projection, based on what is most advantageous.

As shown in Figure 3 and Table 1, annual enrollment growth in the District began experiencing significant declines in 2017-18. Since 2015-16, the District’s total enrollment decreased by approximately 1,786 students with a decrease of 598 students between 2019-20 and 2020-21. Utilizing the State’s model for projecting enrollment, including a factor of 2,215 new residential units within the District’s boundaries over the next five years (as indicated in the District’s School Facilities Needs Analysis report from February 2020), District enrollment is projected to decline to 11,879 students by 2025-26. This projection may differ from the models used to project enrollment for the purposes of LCFF funding and budgeting as there is a greater weight on kindergarten enrollment and the effect of cohort matriculation from one grade level to the next.

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; OPSC

Table 1: Oxnard School District – Historical and Projected Enrollment by Grade

Grade	2015-16	2016-17	2017-18	2018-19	2019-20	Current 2020-21	*Projected Enrollment					Net Change
TK-K	2,181	2,068	2,002	1,855	1,823	1,644	1,519	1,394	1,269	1,144	1,128	(516)
1st	1,853	1,847	1,750	1,720	1,574	1,582	1,383	1,258	1,133	1,008	992	(590)
2nd	1,899	1,845	1,827	1,718	1,700	1,573	1,569	1,370	1,245	1,120	1,099	(474)
3rd	1,899	1,859	1,813	1,794	1,699	1,656	1,539	1,535	1,336	1,211	1,190	(466)
4th	1,984	1,879	1,835	1,771	1,794	1,679	1,639	1,522	1,518	1,319	1,303	(376)
5th	1,929	1,954	1,858	1,809	1,757	1,771	1,658	1,618	1,501	1,497	1,409	(362)
K-5 Total	11,745	11,452	11,085	10,667	10,347	9,905	9,307	8,697	8,002	7,299	7,121	(2,784)
6th	1,786	1,878	1,913	1,790	1,763	1,708	1,720	1,607	1,567	1,450	1,563	(145)
7th	1,722	1,776	1,838	1,874	1,775	1,758	1,694	1,706	1,593	1,553	1,549	(209)
8th	1,665	1,716	1,763	1,803	1,845	1,761	1,735	1,671	1,683	1,570	1,646	(115)
6-8 Total	5,173	5,370	5,514	5,467	5,383	5,227	5,149	4,984	4,843	4,573	4,758	(469)
Total	16,918	16,822	16,599	16,134	15,730	15,132	14,456	13,681	12,845	11,872	11,879	(3,253)

*Projected enrollment provided utilizing OPSC online enrollment 5 year projection calculator

Sources: CALPADS; OPSC

The District's enrollment decline, absent other factors, has substantially impacted and may continue to impact State aid eligibility for modernization and new construction grants in the future. Other factors include the amount of additional residential development approved by the City, but not yet built and existing District capacity to house students in permanent facilities. OPSC/State Allocation Board (SAB) rules require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development. In addition, the full impact of the COVID-19 pandemic on future District enrollment is unknown. There are documented cases of families leaving the District and enrolling students at private schools or relocating to other districts that offered in-person instruction during the pandemic.

For the 2020-21 fiscal year, the State implemented a hold harmless policy which mitigated the fiscal impact of anticipated declines in student enrollment during the pandemic as it pertains to LCFF funding.

However, this policy approach was not adopted for other State administered funding sources for facilities such as the calculation of State aid eligibility. The impact of this policy decision is discussed in further detail below.

3.2 STATE AID APPLICATIONS AND PROGRAM CONSIDERATIONS


Major funding sources for the Program include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

Through the OPSC, the State of California provides funding assistance to eligible school districts through the SFP. OPSC operates various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district’s general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities. While Prop. 51 provided an infusion into the SFP, the delay in getting the initiative to the ballot and the subsequent delays in implementing the review of applications and the allocation of funds to school districts effectively eliminated the SFP’s ability to provide monies to projects on a joint-funding basis. This resulted in the need for many school districts, including Oxnard, to choose to seek State aid on a reimbursement basis to not further delay the implementation of their facilities programs.

Since the beginning of the Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Program as summarized below:

Figure 4: District Adopted Funding Strategies



Enhanced	<ul style="list-style-type: none">• 100% State Funding• Financial Hardship Status
Extended	<ul style="list-style-type: none">• 50% Local Funds• 50% State Aid Match
Basic	<ul style="list-style-type: none">• 100% Local Funds• No State Match Available

The Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement by qualifying for State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship status and receive 100% State funding for eligible projects, which is the Enhanced Strategy. Currently, the Basic and Extended Strategies are in effect as Financial Hardship funds are not being provided in a timely manner.

To maximize the amount of potential State aid reimbursements available for the Extended strategy, the District directed CFW to prioritize projects that would utilize the greatest amount of new construction pupil grants while replacing some of the District's oldest and outdated facilities. The State's new construction grant program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add permanent capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Due to a district's new construction eligibility being highly reliant on maintaining and growing enrollment, a dramatic decrease in a district's enrollment can result in a precipitous drop in eligibility. To submit an application for funding, a project must have obtained approvals of the design plans from both the Division of State Architect (DSA) and California Department of Education (CDE).

To date, the overwhelming majority of projects undertaken have been implemented under the Basic strategy utilizing proceeds from Measure "R" and Measure "D" as well as developer fees and other available fund balances with the stated purpose of seeking State aid reimbursements. Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, an addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritchen, and the acquisition of the Doris/Patterson K-5/6-8 school site.

The design plans for the new Seabridge and reconstructed Rose Avenue schools have received DSA approval. Planning efforts associated with the Local Agency Formation Commission (LAFCo) approval for the Doris/Patterson project continue; however, the project has not yet begun the design process. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools have also received DSA approval. Funding for these projects to date has been from local sources, primarily Measure “R” and Measure “D”. For each project, once DSA and CDE approval were achieved, a corresponding OPSC application for State reimbursements was completed and submitted to the State.

Table 2: Submitted New Construction Applications by Date

Projects	Application #	OPSC Received Date	Total Est. Grant
1 Drifill	51/72538-00-001	2012	\$4,270,411
2 Drifill	50/72538-00-009	2012	\$4,730,672
3 Harrington	50/72538-00-011	11/14/2014	\$9,680,523
4 Lemonwood	50/72538-00-013	7/19/2017	\$7,267,952
5 Marshall	50/72538-00-014	11/13/2017	\$4,542,796
6 Elm	50/72538-00-015	4/30/2018	\$9,127,657
7 Ritchen Kinder	50/72538-00-016	7/19/2018	\$849,807
8 Brekke Kinder	50/72538-00-017	7/19/2018	\$687,428
9 McAuliffe Kinder	50/72538-00-018	7/19/2018	\$905,445
10 Lemonwood Use of Grants	50/72538-00-019	7/27/2018	\$2,077,264
11 Elm Use of Grants	50/72538-00-020	7/27/2018	\$909,216
12 Marshall Use of Grants	50/72538-00-021	7/27/2018	\$1,045,184
13 McKinna	50/72538-00-022	7/27/2018	\$10,884,207
14 McKinna Use of Grants	50/72538-00-023	7/27/2018	\$1,048,124
15 Ramona Kinder	50/72538-00-024	7/30/2018	\$638,712
16 Seabridge + Land	50/72538-00-025	12/7/2018	\$14,639,628
17 Seabridge Use of Grants	50/72538-00-026	12/7/2018	\$858,704
18 Rose Avenue	50/72538-00-027	10/11/2019	\$10,899,512
		Total	\$85,063,242

These applications sought to garner matching funds from the OPSC utilizing new construction pupil grants. The pupil grants were generated by the District’s new construction eligibility baseline. The OPSC now requires that districts must update their new construction eligibility whenever their application is reviewed by OPSC. The OPSC’s previous practice was that a school district could establish its new construction eligibility baseline and maintain that baseline for a maximum of five years before being required to recalculate. This new policy to recalculate the new construction eligibility baseline upon review of an application has created volatility in the District’s eligibility as enrollment continues to decline.

In essence, a District with multiple applications filed over succeeding periods will be required to update their new construction eligibility each year, based in large part on the annual change in CALPADS enrollment as measured each October. The eligibility analysis is based in large part on the trend of a district’s last four years of enrollment with the most recent years weighed more heavily than the first. Approved, but not yet built residential units are also included and added to future enrollment projections at a rate of 0.5 students per approved, but unbuilt unit. Jointly, this tends to substantially accentuate the trend moving forward, especially in a declining enrollment or decreased residential construction situation.

The requirement has created the opportunity for major swings in ongoing eligibility; especially during periods of enrollment decline or fluctuations in residential development.

Table 3 provides a summary of historical District enrollment since school year 2014-15. As shown in Table 3, annual enrollment growth in the District began leveling off in school year 2014-15, remained generally stable, and began experiencing significant declines in 2017-18. Since 2014-15, the District's total enrollment decreased by approximately 1,784 students.

Table 3: District Enrollment History

Fiscal Year	Total Enrollment	Prior Yr. Change
2014-15	16,916	
2015-16	16,918	2
2016-17	16,822	(96)
2017-18	16,599	(223)
2018-19	16,134	(465)
2019-20	15,730	(404)
2020-21	15,132	(598)
Total Change		(1,784)

To date, the District has received approximately \$26 million in new construction State aid reimbursements for completed projects at Driffill, Harrington, and Lemonwood schools. An additional \$32.7 million in new construction applications were submitted and received on the State's workload list between November 2017 through July 2018. However, from 2017-18 through the present time, the District has experienced significant declines in its actual and projected enrollment, specifically at the kindergarten level as well as decreased approved residential construction. Jointly, the cumulative decrease in enrollment and the reduced number of approved residential units awaiting construction will substantially reduce the amount of new construction eligibility the District can claim for State grant reimbursement.

Table 4 provides a summary of received funding and submitted applications for new construction grants during the Program. For applications not yet received funding, the shown grant amounts are estimated based on the State's 2021 per pupil grants and the estimated supplemental grants submitted as part of the applications and may vary from amounts shown on the State's workload and beyond bond authority lists:

Table 4: New Construction Applications During Implementation of Program

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Drifffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Drifffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
Subtotal		1,448	35	\$21,534,483	\$4,415,075	\$25,949,558
Total Grants Received						\$25,949,558
1 Marshall	50/72538-00-014	316	0	\$4,147,696	\$395,100	\$4,542,796
2 Elm	50/72538-00-015	600	13	\$7,885,303	\$1,242,354	\$9,127,657
Subtotal		916	13	\$12,032,999	\$1,637,454	\$13,670,453
Total Applications Returned to District						\$13,670,453
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$211,095	\$849,807
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$48,716	\$687,428
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$266,733	\$905,445
4 Lemonwood Use of Grants	50/72538-00-019	160	0	\$2,077,264	\$0	\$2,077,264
5 Elm Use of Grants	50/72538-00-020	72	0	\$909,216	\$0	\$909,216
6 Marshall Use of Grants	50/72538-00-021	80	0	\$1,045,184	\$0	\$1,045,184
7 McKinna	50/72538-00-022	675	35	\$9,460,262	\$1,423,945	\$10,884,207
8 McKinna Use of Grants	50/72538-00-023	83	0	\$1,048,124	\$0	\$1,048,124
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$0	\$638,712
Subtotal		1,070	107	\$17,094,898	\$1,950,489	\$19,045,387
Total Applications on State Workload List						\$19,045,387
1 Seabridge + Land	50/72538-00-025	575	13	\$7,569,603	\$7,070,025	\$14,639,628
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$858,704	\$0	\$858,704
3 Rose Avenue	50/72538-00-027	675	35	\$9,460,262	\$1,439,250	\$10,899,512
Subtotal		1,318	48	\$17,888,569	\$8,509,275	\$26,397,844
Total Applications on State Beyond Bond Authority List						\$26,397,844
Total Applications (18)		4,752	203	\$68,550,949	\$16,512,293	\$85,063,242

In February 2019, a reimbursement application for new construction funding for the new Harrington Elementary School project was approved by the SAB and required an update to the District's new construction eligibility calculating 1,796 in remaining new construction pupil eligibility. This Harrington application utilized 651 pupils leaving 1,145 pupils remaining and garnered approximately \$9.7 million in grant funds to the District.

In May 2020, a reimbursement application for new construction funding for the new Lemonwood Elementary School project was approved by the SAB and required an update to the District's new construction eligibility, which declined to 423 remaining new construction pupil grants. These 423 pupil grants were fully utilized for this Lemonwood application which garnered approximately \$7.3 million in grant funds to the District.

In 2021, two applications for the Marshall Elementary School new classroom building and new Elm Elementary school projects estimated at approximately \$13.7 million came up for review by the OPSC and were returned to the District by the OPSC due to the lack of remaining eligible new construction pupil grants.

Currently, the District has approximately \$19 million from nine remaining new construction applications awaiting State review and funding on the State's workload list. These nine applications are scheduled to

be processed by the OPSC within the 2020-21 School Year. Based on the current eligibility calculations the District will not have any new construction pupil grants for these applications within this time period. It is therefore recommended that the OPSC be notified as such and that these applications be removed from the Workload List.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 are placed on an “Applications Received Beyond Bond Authority” waiting list in the order of date received, which is presented to the SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. For a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application’s inclusion under the “Applications Received Beyond Bond Authority List.” Applications received before September 12, 2018 were placed on the State’s “Workload List”.

The District has additional new construction applications on the State’s beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects totaling approximately \$26 million in estimated grant funds. These applications are pending the State’s replenishment of the SFP through a potential statewide bond measure anticipated to be considered by voters as early as November 2022. To qualify for funding, the District would need to have substantial enrollment recovery at time of review of these applications by the OPSC. No action is recommended at this time for these applications as these applications continue to remain on the wait list for review by the OPSC.

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. However, in order to exercise this option, the State needs to have an ongoing active and fully funded facilities program at that time; otherwise a district may once again be subject to fluctuations in enrollment while waiting in line, which has been the case for the District over the last five years. If enrollment and the consequent eligibility do not recover in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects not yet implemented.

3.3 DEVELOPER FEES AND PROGRAM CONSIDERATIONS

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State assistance projects. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues.

The District's continued projected decline in enrollment is impacting the District's developer fee revenues. In 2021, Cooperative Strategies reported to the District that due to the District's enrollment declines, Level 2 fees may no longer be justified and the District will have to revert to Level 1 fees going forward until Level 2 fees are once again justified. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$41.4 million in developer fees over the life of the Program using the current Level 1 fee of \$2.69. This is an anticipated decrease in developer fee revenues of approximately \$15.3 million over the life of the Program. The District should continue to evaluate its eligibility to levy Level 2 Fees on an annual basis and make corresponding adjustments to the Program once Level 2 Fees are restored.

3.4 POTENTIAL ADDITIONAL FACILITIES FUNDING PROGRAMS

CFW and the District continue to monitor State and Federal programs for additional sources of funding to augment Program funding and mitigate the impact of delays in the State aid program and declining student enrollment. Two such pending proposals include the replenishment of the SFP through a Statewide ballot initiative and the resumption of funding for TK and kindergarten facilities.

3.4.1 STATEWIDE FACILITY BOND BILLS UNDER CONSIDERATION

Currently, the State Legislature is deliberating two statewide school facility measures as applications for matching facility grants exceed available bond authorization. The first bills is Assembly Bill 75 (O'Donnell), the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 which was recently approved by the State Assembly last month and will soon be sent for debate to the State Senate. AB 75 authorizes the sale of \$12 billion in general obligation (GO) bonds for K-12 and California Community Colleges (CCC) school facilities construction and modernization projects to be placed on an unspecified

statewide election in 2022. The bill further authorizes the State Allocation Board (SAB) to allocate an unspecified amount of funds for a) New Construction; b) Modernization; c) Replacement of facilities older than 75 years; d) Remediation of Lead in Water; e) Career Technical Education (CTE) among other purposes.

According to the author of AB 75, “[s]tudies have found a positive relationship between the condition of school facilities and student achievement. A 2017 report by the California Policy Lab analyzing the impact of newly constructed schools on student achievement in the Los Angeles Unified School District found significant student improvements in standardized test scores, attendance rates, and student effort following attendance at a new school facility. According to the CDE, facility condition, design and utilization affect student and staff attendance, retention of teachers, student disruptions, time teachers and students spend on instruction/learning activities, curriculum offerings, teacher and student time in school (school calendar), participation by staff and students in extra-curricular activities, parent visits, and extent of local school program innovations.”

The second bill being considered is Senate Bill 22 (Glazer), the Public Preschool, K–12, and College Health and Safety Bond Act of 2022. This bill authorizes \$15 billion for the construction and modernization of public preschool, K-12, community college, University of California (UC), and California State University (CSU) facilities to be placed on the ballot for statewide elections in 2022. Specifically, this bill: a) Increases local bonding capacities for non-unified school districts from 1.25 percent to 2 percent and for unified school districts from 2.5 percent to 4 percent of the taxable property in the district; b) Establishes the 2022 State School Facilities Fund within the state treasury; c) Requires a school district, as a condition of participating in the School Facilities Program, to submit to Office of Public School Construction (OPSC) a five-year facilities master plan approved by the governing board of the school district among other requirements.

This bill was recently amended to include a set aside of \$250 million for the construction and renovation of school mental health and wellness facilities, and another \$250 million set aside for school stadium lighting projects. Upon approval of the bill on the Senate Floor, it was sent to the Assembly Rules Committee where it was “held” in committee. It is unclear whether this bill will continue to advance.

3.4.2 CALIFORNIA STATE BUDGET PROPOSAL

In January 2021, the Governor announced his intention to resume kindergarten facilities funding through the State General Fund and to increase the scope of the program to include facilities specifically for transitional kindergarten. His proposal allocated \$200 million for a competitive grant program based on the previous Full-Day Kindergarten Facilities Grant Program (FDKFGP) to be administered through the OPSC. In the May 2021 Budget Revision, the Governor proposed to modify this proposal by decreasing the overall amount of the program to \$190 million.

In addition, the Governor is proposing to implement changes to make transitional kindergarten more prevalent by increasing the age eligibility range. It is unclear as to when the new requirement will be implemented or how much funding would be needed for instruction and new facilities to house the

additional TK students. In regard to the FDKFGP/TK facilities funding, the Legislature is considering a higher dollar amount than \$190 million but the exact amount will not be known until the legislature finalizes its budget in mid June. CFW will continue to monitor the budget process and provide regular updates to the District.

FACILITIES PROGRAM

The Master Construct Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway. The next phase of implementation includes reconstructing Rose Avenue School. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school

site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritchen, and the acquisition of the Doris/Patterson K-5/6-8 school site. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.



Reconstructed McKinna Elementary School

4.2 PROJECTS UNDERWAY

The design plans for the reconstructed Rose Avenue and new Seabridge schools have received Division of State Architect (DSA) approval. Planning efforts associated with the Local Agency Formation Committee (LAFCo) approval for the Doris/Patterson project continue, however the project has not yet commenced the design process. The design and construction of the new Doris/ Patterson 6-8 middle school is proposed to be removed from the program. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools have both received DSA approval. The McAuliffe project has received approval from the California Department of Education (CDE) and the Ritchen project is anticipated to receive CDE approval soon. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. DSA approval of the plans was received in July 2019.

The project is proceeding with construction utilizing existing local funds on hand. The District has engaged with site administrators and staff to solicit feedback on the approved design in order to facilitate minor adjustments to the scope of the project and to implement lessons learned from the completion of other recent school reconstruction projects. The District has received confirmation from DSA that the DSA approval will be in place until July 11, 2023. Over the past six months, CFW has commenced with the

negotiation of a guaranteed maximum price (GMP) with Balfour Beatty, the lease-lease back contractor. It is anticipated that the final GMP for the project will exceed the original construction budget due to rising construction costs, however no budget adjustments are recommended at this time. The GMP negotiation will also include the selection and the procurement of the necessary professional consultants to proceed with the reconstruction of the school. Once negotiations are completed, the District will establish a date to begin construction with the approval of the GMP by the Board. However, construction is anticipated to be completed by August 2023.

An application for new construction remains on the State's beyond bonding authority list awaiting review by the State and is pending availability of State funds and the District's new construction eligibility at the time the application is reviewed. The application was originally submitted as a "Financial Hardship" project prior to the decision to move forward with construction with local funds. At time of review by the State and subject to the District's new construction eligibility at time of review, the application would need to be amended as a 50/50 reimbursement application and is estimated to garner approximately \$10.9 million. The approved "all in" budget for the Rose Avenue project is \$30.7 million, and no adjustment to the overall budget is recommended at this time.



Reconstruction of Rose Avenue Elementary School – Design Renderings by IBI Group

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge Elementary project consists of a 48,802 square foot, a two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. This project received DSA approval in October 2018. At this time, the District is still seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with construction. Prior communication with the City indicated planning regulations that were found to be in conflict with DSA and CDE requirements.

Two new construction applications for the project remain on the State's beyond bonding authority list awaiting review by the State and are pending availability of State funds and the District's new construction eligibility at the time the application is reviewed and are estimated to garner approximately \$15.5 million.

The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time.

4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves its 28 classrooms, provides STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center is proposed, as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. The project has received approvals from both DSA and the CDE. Over the next six month period, a funding application for modernization grants may be submitted to the State for the project which would be placed on the State’s beyond bond authority list. The adopted “all-in” budget for the McAuliffe project, including hard and soft costs is \$4,959,744. A decrease to the budget by \$7,504 is proposed to accommodate the estimated current modernization eligibility under the Financial Hardship program.

4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades. The project has received DSA approval and approval California Department of Education (CDE) is anticipated soon. Pending final CDE approval, over the next six month period, a funding application for modernization grants may be submitted to the State for the project which would be placed on the State’s beyond bond authority list. The adopted “all-in” budget for the Ritchen project, including hard and soft costs is \$4,905,850. A decrease to the budget by \$546,597 is proposed to accommodate the estimated current modernization eligibility under the Financial Hardship program.

4.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project. The current Board-approved budget is \$800,572 for the project’s environmental planning and LAFCo efforts and \$9.2 million for land acquisition. An adjustment of \$6,318 is proposed to the land acquisition budget to account for

final actual expenditures. It is recommended that the District complete the annexation process with the City and County at this time and evaluate the potential construction schedule based on the outcome of the process.

4.2.6 IMPROVEMENTS TO MPR/SUPPORT FACILITIES

The Program identified MPR and gym facilities to be modernized at the District's remaining K-5, K-8 and 6-8 school facilities scheduled for implementation in Phases 3 and 4 of the Program. These improvements were substantially dependent on State funding and potential future local bond. These improvements are now proposed to be implemented in Phase 4. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master construct Program. The following sections provides a recap summary of the planned projects.

4.2.6.1 FREMONT MIDDLE SCHOOL

An analysis was conducted as to the ability to construct a replacement facility to the existing MPR that could be integrated as part of a potential future school replacement project. To preserve the option to utilize the new facility as part of a future new replacement school, a new gym is proposed to be located east of the existing tennis courts, along the southern boundary of the existing site in order to maximize the ability to be integrated as part of a future campus replacement project, should funding become available. Placing the new gym in this location would also reduce the impact on the ongoing operation of the Fremont School during construction of the gym. Per specification, the estimated cost of the proposed replacement MPR/gym facility is estimated at \$5.56 million.

4.2.6.2 DR. MANUAL M. LOPEZ ACADEMY OF ARTS AND SCIENCES

Dr. Manual M. Lopez Academy of Arts and Sciences (formerly Haydock Academy) is the smallest of the District's 6-8 facilities. Replacement strategies for the existing campus were explored. One focused on the permanent relocation of grade 6-8 students as part of the new Doris/Patterson 1,200-student middle school, allowing the current Dr. Lopez Academy site to return to a K-5 facility. The second strategy focused on the interim relocation of grade 6-8 students from Dr. Lopez Academy to the new middle school site as a more compact, multi-storied, new middle school of 1,200 students was constructed at the current location. Based on the last review and dialogue with the Board regarding the need to explore additional alternatives, a third option was proposed for implementation which involves the repurposing of Drifill as 6-8 middle school facility in lieu of Dr. Lopez Academy.

Some level of interim improvement to the multipurpose facility may be required under either of the K-5 scenarios for Dr. Lopez Academy. In order to supply the site with some level of improvement to the existing MPR facility that will effectively bridge the immediate needs of today with the ultimate ability to reconstruct the facility under either option, an allowance of \$1.5 million has been established.

4.2.6.3 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

In the early 2000s, the District initiated the P2P (Portable 2 Permanent) program at Kamala, Chavez, Curren, and Drifill to reduce the use of portable classrooms and increase permanent classroom capacity at each site. New classroom buildings were completed at each of these schools, with the Drifill building the last one completed in 2014. As part of the FMP, additional support facility improvements were identified at these four sites, particularly the modernization of multipurpose facilities. These improvements included the modernization of interior finishes, the reconfiguration or upgrade of food services preparation areas and equipment, and the expansion of flexible-use space within the multipurpose room facilities where structurally viable.

Alternative scenarios were reviewed by the Board through the planning process of the proposed Enhanced Master Construct Program for Kamala, Chavez, Curren, and Drifill which included the construction of new multipurpose room/gymnasium facilities at each of the sites. The facilities would include approximately 10,683 square feet including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. The estimated development cost for each facility is approximately \$7.0 million. At time of the discussions, it was determined that these projects should be included in proposed Enhanced Master Construct Program. Due to the enhanced scope and required master budget, these projects are anticipated to be funded by a future local funding source.

4.2.6.4 REMAINING K-5 SCHOOL IMPROVEMENTS

The Program provides for modernization improvements to existing MPR facilities at Brekke and Ramona elementary schools with a budget of \$697,557 at Brekke and \$1.8 million at Ramona. Additional administrative and program support space to enable certain permanent classrooms currently being used as non-teaching spaces to be repurposed as classrooms are also planned at Brekke and Ramona.

At Brekke, there are two permanent classrooms not used as teaching stations that house the school's RSP support and extra support teacher functions. A dedicated 630 square feet of additional administration and program space is recommended to support these functions allowing the release of the two permanent classrooms to return for use as teaching stations. The identified budget for these improvements is \$459,373.

At Ramona, there is one permanent classroom not used as a teaching station that houses the school's RSP, Speech, and extra support teacher functions. A recommended 880 square feet of additional administration and program space is suggested to house these functions and release the permanent classroom to return for use as a teaching station. The identified budget for these improvements is \$292,151.

4.2.7 BREKKE ELEMENTARY CERTIFICATES OF PARTICIPATION (MUNICIPAL LEASE)

In May 2020, CFW, at the direction of the District, completed the prepayment of the District's outstanding municipal lease which was issued in 2010. Proceeds from the 2010 Lease refinanced the District's 1997 Certificates of Participation which had funded the completion of Brekke Elementary. There was approximately \$2,835,700 in remaining principal at the time of the prepayment. The finance team determined that approximately \$2.9 million would be required to prepay the 2010 Lease to account for interest accumulated since the last interest payment made in February 2020, and that the District would then save approximately \$500,000 in future interest costs by doing so. Based on this information, the District directed the finance team to work with the lender to effect a payoff on August 1, 2020, the first available prepayment date per the original lease documents. However, the finance team was able to secure an earlier prepayment date from the lender which saved the District some additional interest monies. In March 2020, the District transferred \$2,845,100 in March 2020 to the lease holder to affect the payoff. The District utilized its Developer Fees (Fund 25) to make the payment to the lease holder, and the resulting interest savings will be made available to the Program.

4.2.8 ENHANCED MASTER CONSTRUCT PROGRAM

In 2019, the District requested an update of the Master Construct Program, including an analysis of existing conditions, options to enhance the scope of the Master Construct Program and equity at remaining school sites, and present options for Board consideration. As part of that development process the District held three Board workshops to discuss the scope and potential funding sources for additional improvements to the balance of the schools and to provide additional resources to the Basic strategy of the Master Construct Program. This analysis was commonly referred to as the Enhanced Master Construct Program.

Workshop 1 was held in October 2019 and included a background review of the District's education program and anticipated facility requirements, enrollment trends, classroom capacity, current support facilities and site conditions, status of Master Construct projects, and a review of existing funding sources. Workshop 2 was held in December 2019 and focused on school site capacity and site configuration, considerations for improvements, program requirements, and options for new construction and facilities replacement/renovation or reconfiguration. Workshop 3 was held in May 2020 and included an analysis of anticipated funding sources to match estimated budget and proposed improvement schedules discussed at Workshops 1 and 2 and also included a proposed new \$173.1 million general obligation bond program for voter consideration on the November 2020 ballot. The Board decided at its June 4, 2020 meeting to delay the consideration of additional facilities improvements beyond the current Master Construct Program to a future date and did not place a measure on the November 2020 ballot. The State's delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options again at this time.

4.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

The District has received approximately \$26 million in new construction grant funds for completed projects at Drifill, Harrington, and Lemonwood Elementary Schools. Due to current lack of new construction eligibility, a total of \$32.7 million in new construction applications are anticipated to be returned to the District. Additional applications totaling approximately \$26 million are on the State’s beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects and are pending the State’s replenishment of the School Facilities Program (SFP) through a potential statewide bond measure and are pending the District’s ability to have substantial enrollment recovery at time of application review by the State. Additional submitted modernization applications are under review by the State. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. The District has issued approximately \$106 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated.

The following provides an update to the prior Program funding and expenditures provided to the Board in the December 2020 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period. Shortfalls due to SFP eligibility caused by enrollment decline

resulting in no further anticipated new construction State aid grants are identified and provided for review and further consideration. The District may be required, once again, to start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Master Construct and Implementation Program.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program (SFP). OPSC administers various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 and modernization applications received after February 28, 2019 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State Assembly has introduced AB -75 (O'Donnell), the "Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022." If approved by the State Legislature and signed by the Governor, AB 75 will appear on the Statewide ballot in 2022. Specifically, the bill will earmark funds for the following purposes: (1) New construction; (2) Modernization; (3) Replacement of Facilities 75 years and older; (4) Remediation in Lead Water; (5) Charter School Facilities; (6) Career Technical Education; and (7) an unspecified amount for California Community Colleges.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

Upon passage and adoption of AB 75, the matching requirements and regulations related to the current SFP will be updated as a condition of receiving funds from the 2022 bond program. Currently, the SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2021 pupil grant is currently \$4,808 for elementary grades and \$5,085 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a "Like for Like" approach towards utilizing available modernization eligibility towards new construction. The "Like for Like" approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district's new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under "Like for Like" would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 5 and 6 summarize the District's remaining estimated eligibility for State modernization grants for 299 permanent and 64 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. Since the December 2020 report, the estimated eligibility has been updated to account for final FY2020-21 enrollment by school site and adjusted for the 2021 per pupil grants. When an application is reviewed, the subject school site's eligibility will be dependent on enrollment at that time and may increase or decrease dependent on enrollment at

that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

As shown in Table 5, the estimated eligibility for permanent classrooms has decreased from \$38.7 million reported in December 2020 to \$37.7 million. Approximately \$15.9 million is currently available for two elementary schools (McAuliffe and Ritchen) and two of the middle schools (Dr. Lopez Academy and Frank), with Frank having the largest amount of grant eligibility available. The District has renamed the former Haydock school as Dr. Manuel M. Lopez Academy of Arts and Sciences. Approximately \$5.4 million in grants are estimated to become eligible in the FY 2021-25 period. The remaining eligibility of approximately \$16.4 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive Division of State Architect (DSA) project approval prior to the submittal of an application for modernization funding of a facility.

Table 5: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	23	0		0		23	\$2,783,832	0		\$2,783,832
Chavez	34	0		0		0		34	\$4,077,184	\$4,077,184
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	44	0		44	\$6,005,385	0		0		\$6,005,385
Fremont	31	0		0		0		31	\$4,276,485	\$4,276,485
Harrington	0	0		0		0		0		\$0
Dr. Lopez Academy of Arts & Sciences	32	32	\$4,393,440	0		0		0		\$4,393,440
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,404,000	\$2,404,000
Marshall	26	0		0		0		26	\$3,125,200	\$3,125,200
McAuliffe	24	24	\$2,851,144	0		0		0		\$2,851,144
McKinna	0	0		0		0		0		\$0
Ramona	22	0		0		22	\$2,663,632	0		\$2,663,632
Ritchen	22	22	\$2,615,552	0		0		0		\$2,615,552
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,524,200	\$2,524,200
Soria	0	0		0		0		0		\$0
Total	299	77	\$9,860,136	44	\$6,005,385	45	\$5,447,464	132	\$16,407,069	\$37,720,054

*Current dollars

Table 6 demonstrates remaining eligibility of approximately \$5.6 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.5 million in modernization applications have been submitted to the OPSC for grant reimbursements. Modernization funding applications will be submitted to the OPSC for the modernization improvements planned at McAuliffe and Ritchen elementary schools. McAuliffe elementary school has now received both DSA and CDE approval of the design plans, while Ritchen has received DSA approval with CDE approval expected soon.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools.

Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

Two modernization applications submitted for the Elm and McKinna reconstruction projects are expected to be reviewed by the OPSC soon. The original applications included the use of 3 eligible portables at Elm and 4 eligible portables at McKinna. Separate applications for new construction funding were also submitted for these Elm and McKinna projects that no longer have new construction eligibility. The submitted modernization applications for Elm and McKinna utilized a “Like for Like” methodology. Since the new construction applications are no longer eligible, CFW will attempt to amend these modernization applications to encompass all of the eligible portables. This proposed amendment is estimated to increase the eligibility at these school sites by approximately \$1.4 million at Elm and by approximately \$1.1 million at McKinna. CFW will commence discussions with the OPSC to explore all options to keep the original place in line for these modernization applications.

Table 6: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$240,400	0		\$240,400
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$1,803,000	0		0		\$1,803,000
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,098,360	0		0		0		\$1,098,360
Harrington	5	3	\$360,600	2	\$240,400	0		0		\$601,000
Dr. Lopez Academy of Arts & Sciences	1	0		0		1	\$137,295	0		\$137,295
Kamala	6	0		5	\$601,000	1	\$120,200	0		\$721,200
Lemonwood	7	6	\$721,200	1	\$120,200	0		0		\$841,400
Marina West	1	0		0		0		1	\$120,200	\$120,200
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$120,200	0		0		0		\$120,200
McKinna	13	7	\$841,400	6	\$721,200	0		0		\$1,562,600
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$360,600	0		\$360,600
Sierra Linda	2	0		0		2	\$240,400	0		\$240,400
Soria	0	0		0		0		0		\$0
Total	64	25	\$3,141,760	29	\$3,485,800	9	\$1,098,895	1	\$120,200	\$7,846,655
Submitted Applications										
Project 1 - Fremont		8	\$1,098,360							
Project 1 - McAuliffe		1	\$120,200							
Harrington Kinder Annex				5	\$601,000					
Lemonwood K-8 Portables		6	\$721,200	1	\$120,200					
Elm Portables				3	\$360,600					
McKinna Portables		4	\$480,800							
Total		19	\$2,420,560	9	\$1,081,800	0	\$0	0	\$0	\$3,502,360
Remaining Eligibility		6	\$721,200	20	\$2,404,000	9	\$1,098,895	1	\$120,200	\$4,344,295

*Current dollars

Should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site, as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

5.1.2 STATE AID NEW CONSTRUCTION

The State's New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2021 pupil grant is currently \$12,628 for elementary grades and \$13,356 for middle grades and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 7 provides a summary of received funding and submitted applications for new construction grants during the Master Construct and Implementation Program. For applications not yet received funding, the shown grant amounts are estimated based on the State's 2021 per pupil grants and the estimated

supplemental grants submitted as part of the applications and may vary from amounts shown on the State's workload and beyond bond authority lists:

Table 7: New Construction Applications During Implementation of Program

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
Subtotal		1,448	35	\$21,534,483	\$4,415,075	\$25,949,558
Total Grants Received						\$25,949,558
1 Marshall	50/72538-00-014	316	0	\$4,147,696	\$395,100	\$4,542,796
2 Elm	50/72538-00-015	600	13	\$7,885,303	\$1,242,354	\$9,127,657
Subtotal		916	13	\$12,032,999	\$1,637,454	\$13,670,453
Total Applications Returned to District						\$13,670,453
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$211,095	\$849,807
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$48,716	\$687,428
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$266,733	\$905,445
4 Lemonwood Use of Grants	50/72538-00-019	160	0	\$2,077,264	\$0	\$2,077,264
5 Elm Use of Grants	50/72538-00-020	72	0	\$909,216	\$0	\$909,216
6 Marshall Use of Grants	50/72538-00-021	80	0	\$1,045,184	\$0	\$1,045,184
7 McKinna	50/72538-00-022	675	35	\$9,460,262	\$1,423,945	\$10,884,207
8 McKinna Use of Grants	50/72538-00-023	83	0	\$1,048,124	\$0	\$1,048,124
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$0	\$638,712
Subtotal		1,070	107	\$17,094,898	\$1,950,489	\$19,045,387
Total Applications on State Workload List						\$19,045,387
1 Seabridge + Land	50/72538-00-025	575	13	\$7,569,603	\$7,070,025	\$14,639,628
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$858,704	\$0	\$858,704
3 Rose Avenue	50/72538-00-027	675	35	\$9,460,262	\$1,439,250	\$10,899,512
Subtotal		1,318	48	\$17,888,569	\$8,509,275	\$26,397,844
Total Applications on State Beyond Bond Authority List						\$26,397,844
Total Applications (18)		4,752	203	\$68,550,949	\$16,512,293	\$85,063,242

The District has received approximately \$26 million in new construction grant funds for completed projects at Driffill, Harrington, and Lemonwood schools. An additional \$32.7 million in new construction applications were submitted and received on the State's workload list between November 2017 through July 2018. Of the \$32.7 million in applications, \$13.7 million in estimated grants for Marshall and Elm were returned to the District by the OPSC due to lack of new construction eligibility. As previously demonstrated in the earlier Section 3 of this report, the District has experienced significant declines in its projected enrollment which has resulted in no remaining new construction eligibility pupil grants at this time. The \$19 million from the remaining applications on the State's workload list are scheduled to be processed by the OPSC within the 2020-21 School Year. The District will not have any new construction eligibility within this time period and that these applications are anticipated to be removed from the State's workload list and returned to the District.

Three additional applications totaling approximately \$26 million are on the State's beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects. These applications are pending the State's replenishment of the SFP through a potential statewide bond measure anticipated to be considered by voters in 2022. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC in order to qualify for funding.

5.1.3 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at "close out", or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a hardship project.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 8 presents State aid applications that have been filed with the OPSC and are either in the review process or are awaiting review and funding by the State, totaling approximately \$47.8 million. It also reflects the current pupil grant amounts in effect for 2021 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. As previously stated, all the new construction applications except for the applications associated with Rose Avenue and Seabridge are scheduled to be reviewed by the OPSC soon and will not qualify for new construction grants due to lack of eligibility at this time. The Seabridge and Rose Avenue applications remain on the State's beyond authority list and will be subject to eligibility requirements at time of review by the OPSC. The District has received and responded to OPSC review letters for both the Harrington and Lemonwood modernization project applications. These applications are anticipated to be presented to the SAB for an unfunded approval in June 2021 for Harrington and in the fall 2021 for Lemonwood. Review notices from OPSC for the modernization applications at Elm and McKinna are anticipated soon. As previously stated, CFW will commence discussions with the OPSC to explore all options to potentially increase the eligibility and keep the original place in line for these modernization applications at Elm and McKinna.

Table 8: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$601,000	\$45,540	\$646,540
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$841,400	\$0	\$841,400
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$211,095	\$849,807
Brekke Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$48,716	\$687,428
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$266,733	\$905,445
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,077,264	\$0	\$2,077,264
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$909,216	\$0	\$909,216
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,045,184	\$0	\$1,045,184
McKinna	New Const.	675	675	0	35	26	9	\$9,460,262	\$1,423,945	\$10,884,207
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,048,124	\$0	\$1,048,124
Elm Portables	Mod.	75	75	0	0	0	0	\$360,600	\$0	\$360,600
McKinna Portables	Mod.	100	100	0	0	0	0	\$480,800	\$0	\$480,800
Ramona Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$0	\$638,712
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,569,603	\$7,070,025	\$14,639,628
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$858,704	\$0	\$858,704
Rose Avenue	New Const.	675	675	0	35	26	9	\$9,460,262	\$1,439,250	\$10,899,512
Total		2,863	2,737	126	155	65	90	\$37,267,267	\$10,505,304	\$47,772,571
Total New Construction Pupils Used		2,388	2,262	126	155	65	90			
Total Modernization Pupils Used		475	475	0	0	0	0			

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State assistance projects. The purpose of these fees is to offset the student

enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues.

As reported in December 2020, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study in April 2020 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.69 per square foot for residential development and \$0.436 per square foot for commercial development.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 8,199 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 8,199 future units, 5,165 are expected to be single family detached and 3,034 are expected to be multi-family attached units. By dividing the total amount of anticipated units (8,199) by the buildout period (15 years), it is anticipated that approximately 547 units may be built each year from 2020 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.69 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 547 units, the District could expect to receive an estimated \$3.2 million in developer fees annually.

As reported in December 2020, the District adopted a School Facilities Needs Analysis in April 2020, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries.

Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees.

In 2021, Cooperative Strategies reported to the District that due to the District's enrollment declines, Level 2 fees may no longer be justified and the District will have to revert to Level 1 fees in 2022. For purposes of budgeting for the program, Level 1 fee of \$2.69 has been assumed as the rate resulting in a decrease in projected available developer fee funds for the program.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$41.4 million in developer fees over the life of the Program using the current Level 1 fee of \$2.69. This is an overall decrease in anticipated revenues of approximately \$15.3 million.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

5.3 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters in 2016. Measure "R" authorized the sale of \$90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure "R" authorization have been sold. Measure "D" was approved by voters on November 8, 2016 and authorized

\$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements.

On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State SFP grants and leverage reimbursements from State Aid matching grants.

On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

On November 24, 2020, the District sold approximately \$11.0 million in G.O. Bonds, Series 2020C which was received extremely well by the investor community as indicated by investor demand. The bonds had a total interest cost of approximately 2.97% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$21.8 million, resulting in a debt repayment ratio of 1.99 to 1. Proceeds from the Series 2020C bond issuance were used to continue the overall implementation of the District's Master Construct Program. In the interim, the funds may be made available, via intradistrict loans, to the District to assist in mitigating the proposed State deferrals anticipated during the current and following fiscal year.

To date, approximately \$106.0 million in Measure "D" bonds have been issued, leaving approximately \$36.5 million in remaining Measure "D" bond authorization.

Table 9: Summary of Measure D Bond Sales to Date

	Series 2017A	Series 2018B	Series 2020C
Par Amount	\$81.0 million	\$14.0 million	\$11.0 million
Total Debt Service	\$172.7 million	\$30.3 million	\$21.8 million
Repayment Ratio	2.13 to 1	2.16 to 1	1.99 to 1
Average Interest Rate (TIC)	4.21%	4.15%	2.97%
2020-21 Tax Rate to Repay			
Outstanding Measure "D" Bonds	\$27.50 per \$100,000 AV		

In addition to the bonds issued to fund construction, CFW has assisted the District in completing eight general obligation bond refinancing transactions since 2010 to take advantage of lower interest rates. These transactions have resulted in a total savings of over \$19.2 million for taxpayers in the community. Based on the current average assessed valuation for a single-family home, homeowners in the district are estimated to save an average of \$540 over the remaining life of all bonds refinanced in the past ten years.

District staff and CFW will continue to monitor the municipal market for future refunding opportunities in order to benefit the District and its taxpayers.

5.3.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.6 billion for fiscal year 2020-21, the District’s statutory 1.25% gross bonding capacity is estimated at \$183 million. To comply with the California Education Code and issue additional bonds, the District applied and was granted a waiver from CDE in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 10, the District’s gross bonding capacity as of FY 2020-21 is approximately \$310.4 million, of which to date approximately \$279 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$31.3 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 10: Bonding Capacity Analysis

BONDING CAPACITY ANALYSIS	
Fiscal Year 2020-21	
ASSESSED VALUATION	
Secured Assessed Valuation	\$13,883,048,757
Unsecured Assessed Valuation	\$756,805,376
DEBT LIMITATION	
Total Assessed Valuation	\$14,639,854,133
Applicable Bond Debt Limit with Waiver *	2.12%
Bonding Capacity	\$310,364,908
Outstanding Bonded Indebtedness	\$279,039,228
NET BONDING CAPACITY	\$31,325,680
% of Capacity Current Used	89.91%
* 2017 Waiver	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$182,998,177
Outstanding Bonded Indebtedness	\$279,039,228
% of Statutory Bonding Capacity Utilized	152.48%

The District's assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District's ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 11 presents a history of the District's assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District's assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.6 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table 11: Historical Assessed Valuation

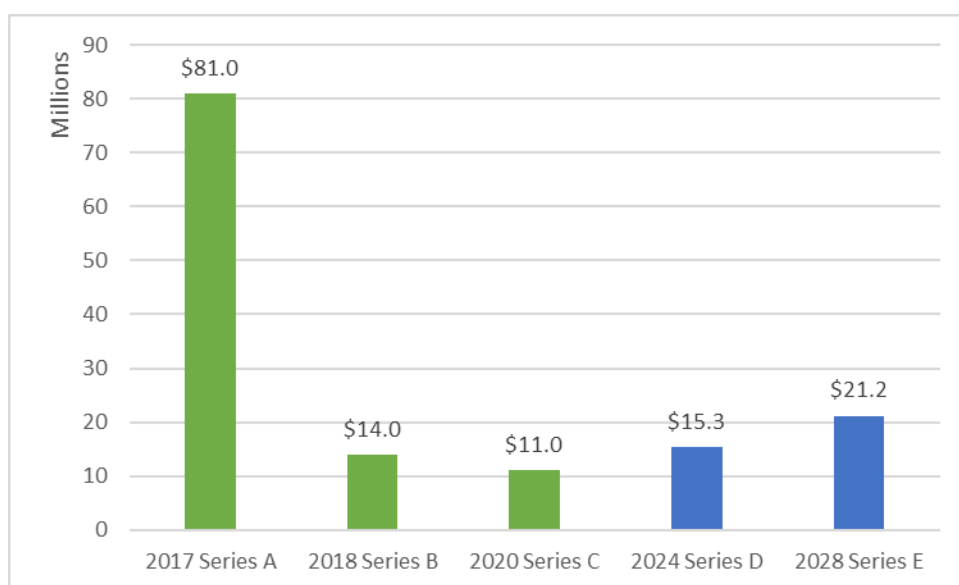
Historical Assessed Value		
<u>Fiscal Year</u>	<u>Total</u>	<u>% Δ</u>
2001	\$4,931,354,901	-
2002	\$5,456,598,521	10.7%
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
2021	\$14,639,854,133	4.1%
5-Year Annualized Average		4.4%
10-Year Annualized Average		3.7%
20-Year Annualized Average		5.6%

The availability of future bond funds is dependent on the District's assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure "D" was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal

year 2020-21, the County is levying a rate of \$27.50 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 5 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales, if needed.

Figure 5: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$15.3 million for the 2024 Series D issuance and \$21.1 million for the 2028 Series E issuance assume 4% average annual District AV growth moving forward. In addition, the average interest rate is assumed to be 3.5%, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25

years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis will be updated in the fall once new assessed values are released by the County in August.

5.3.2 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens' oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District's assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$182 million in bond proceeds over a projected 8 year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. If the Board elects to bring a new bond authorization to voters for approval during 2022 election cycle, this may allow the District to further expand the Basic program by providing additional local funds to the Program in anticipation of further delays or in lieu of decreased State aid reimbursements due to enrollment decline.

5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2020 Semi-Annual Report, the total budget was approximately \$241.6 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 12 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2021 totaling approximately \$207 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that

expenditure reporting is based on the budget approved as part of the December 2020 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2021 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 12, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed.

From July 1, 2012 through April 30, 2021, the District disclosed expenditures of approximately \$34 million for additional facilities improvements not identified in the Master Construct. Of the total, \$13.2 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

Table 12: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures									Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21 ¹	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,462	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$7,766,731
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$75,015	\$205,907	\$8,905,711	\$12,186	\$0	\$0	\$9,198,818
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,547	\$143,777	\$254,490	\$14,485	\$7,518	\$2,730	\$504,518
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,936	\$1,493,738	\$12,213,889	\$9,697,001	\$224,482	\$2,431	\$0	\$0	\$0	\$23,777,476
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$143,997	\$854,243	\$1,449,310	\$1,745,066	\$15,508,814	\$14,839,402	\$6,969,338	\$388,855	\$83,385	\$41,982,409
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$370,846	\$1,190,117	\$339,812	\$3,322,670	\$13,222,379	\$13,246,602	\$1,164,669	\$12,395	\$32,869,490
Design & Construct Seabridge K-5	\$2,885,046	\$0	\$0	\$0	\$0	\$149,343	\$1,758,104	\$431,954	\$377,275	\$212,506	\$2,929,181
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$665,339	\$1,889,210	\$16,646,987	\$14,958,735	\$1,912,001	\$36,072,273
Design & Reconstruct Rose Avenue K-5	\$30,680,582	\$0	\$0	\$0	\$0	\$56,204	\$1,101,207	\$907,116	(\$12,288)	\$225,205	\$2,277,444
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$421,017	\$0	\$0	\$71,516	\$0	\$0	\$492,533
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$277,722	\$0	\$0	\$277,722
Design & Improve K-5 Kindergarten Facilities											
Ritchen	\$558,160	\$14,885	\$70,561	\$350,460	\$116,773	\$119	\$0	\$0	\$0	\$0	\$552,798
Brekke	\$276,432	\$11,712	\$57,341	\$199,454	\$6,513	\$112	\$0	\$0	\$0	\$0	\$275,133
McAuliffe	\$323,548	\$11,354	\$86,746	\$214,450	\$8,898	\$107	\$0	\$0	\$0	\$0	\$321,556
Drifill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,509,913	\$89,286	\$271,360	\$1,007,275	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$1,501,260
Design & Construct Science Labs/Academies											
Chavez	\$650,920	\$17,491	\$168,675	\$443,525	\$19,273	\$182	\$0	\$0	\$0	\$0	\$649,146
Curren	\$600,333	\$16,825	\$118,599	\$445,544	\$17,485	\$176	\$0	\$0	\$0	\$0	\$598,628
Kamala	\$621,562	\$17,240	\$155,234	\$428,880	\$18,299	\$186	\$0	\$0	\$0	\$0	\$619,839
Haydock	\$1,081,764	\$63,571	\$300,659	\$664,569	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$1,079,296
Fremont	\$1,904,348	\$85,013	\$510,611	\$1,209,206	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$1,901,257
Total Science Labs/Academies	\$4,858,926	\$200,140	\$1,253,779	\$3,191,723	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$4,848,165
Project 1 Remaining Adjustment	\$0										
Kindergarten Flex Classrooms											
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$921,253	\$988,680	\$0	\$0	\$1,909,933
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$754,595	\$1,706,947	\$14,054	\$0	\$2,475,596
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$149,056	\$1,898,246	\$144,929	\$0	\$2,192,232
Ritchen	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$723,078	\$1,700,452	\$178,170	\$0	\$2,601,701
Total Kindergarten Flex Classrooms	\$9,377,088	\$0	\$0	\$0	\$0	\$0	\$2,547,982	\$6,294,326	\$337,154	\$0	\$9,179,461
Kindergarten Annex Improvements											
Harrington	\$3,208,487	\$0	\$0	\$28,113	\$111,759	\$62,792	\$1,827,408	\$1,177,566	\$6,952	\$0	\$3,214,590
Lemonwood	\$3,655,246	\$0	\$0	\$22,519	\$31,779	\$34,633	\$28,073	\$167,535	\$3,123,055	\$126,417	\$3,534,011
Total Kindergarten Annex Improvements	\$6,863,733	\$0	\$0	\$50,632	\$143,538	\$97,426	\$1,855,481	\$1,345,100	\$3,130,007	\$126,417	\$6,748,601
Marshall K-8 12 Classroom Addition	\$12,920,376	\$0	\$0	\$81,437	\$555,538	\$173,877	\$4,057,706	\$5,348,943	\$2,771,500	\$54,606	\$13,043,608
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,617	(\$36,003)	(\$2,432)	\$0	\$0	\$0	\$166,182
Drifill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$78,005	\$0	\$0	\$78,005
Technology Phase 1	\$12,183,030	\$1,292,845	\$7,530,402	\$2,169,967	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$12,183,562
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$63,460	\$186,934	\$16,194	(\$127,279)	(\$48,341)	\$90,968
Drifill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$180,166	\$410,750
Ritchen 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$177,262	\$409,350
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$3,739,248										
TOTAL	\$241,585,698	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$2,938,333	\$206,958,981

Notes:

1. Fiscal Year 2020-21 expenditures are as of April 30, 2021
2. Budgets have been adjusted per the December 2020 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated Master Budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$410 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2020 six-month review and provide recommended adjustments for the next six-month period. The combined total expenditures have decreased to \$341.5 million, inclusive of an \$18.2 million Program Reserve. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program pending additional future funding. An overall decrease in funding sources is anticipated primarily due to decreased estimated State aid and developer fee revenues. It is anticipated that the District will be in need of additional local funding to make up for the shortfall for these future projects not being implemented.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 13 presents the adopted Master Construct Program budget as of December 2020 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four

phases is approximately \$410 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 13: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 13,269,341	\$ -	\$ -	\$ 13,269,341	\$ -
Series E	\$ 23,146,769	\$ -	\$ -	\$ -	\$ 23,146,769
Total Master Construct Bonds	\$ 141,649,963				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 81,144,412	\$ -	\$ 10,562,848	\$ 69,991,309	\$ 590,255
Est. Developer Fees	\$ 56,703,006	\$ 7,454,555	\$ 4,424,484	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 12,240,557	\$ 1,594,953	\$ 3,856,391	\$ 1,836,894	\$ 4,952,320
Est. Total Sources	\$ 410,077,107	\$ 127,388,677	\$ 124,077,576	\$ 105,800,743	\$ 52,810,112
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,885,046	\$ 25,683,386	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
Subtotal	\$ 386,962,566	\$ 142,320,439	\$ 95,375,536	\$ 99,461,643	\$ 49,804,949
Brekke ES COP Lease Payments	\$ 4,316,718	\$ -	\$ 4,316,718	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 14,264,055	\$ -	\$ 9,880,555	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 8,850,486	\$ (14,931,762)	\$ 3,889,723	\$ 4,276,600	\$ 684,163
Est. Total Uses	\$ 410,077,107	\$ 142,320,439	\$ 109,145,813	\$ 105,800,743	\$ 52,810,112
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 410,077,107				

*Estimated State grant amounts are dependent on maintaining program eligibility

*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy (formerly Haydock), and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Completion of the newly reconstructed McKinna Elementary
- Design approval from DSA for the reconstruction of Rose Avenue Elementary with construction to commence pending development of final Guaranteed Maximum Price (GMP)
- Design approval from DSA for the new Seabridge K- 5 elementary school
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Design approval from DSA for modernization improvements at McAuliffe and Ritchen elementary schools

The Program also incorporates the payoff of the Brekke Certificates of Participation (COP) and ongoing COP lease payments associated with the acquisition of the new elementary and middle school sites.

Launching in 2021, Phase 3 completes the construction of Seabridge elementary as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritchen elementary schools, and MPR or gymnasium improvements for remaining K-5 schools, Driffill, Dr. Lopez Academy, and Fremont. Phase 3 accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and the construction of new multipurpose room/gyms at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. The District’s lease payments for its COPs related to the Doris/Patterson land acquisition will

be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 14 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to decrease to approximately \$341.5 million primarily due to an anticipated decrease in State aid and developer fee revenues.

The District's submitted reimbursement applications on the State's workload list for State aid new construction grants have either come up for review or are scheduled to be reviewed by the State soon. Due to the District's decline in enrollment, the District does not qualify for new construction grants at this time. Additional new construction applications remain on the State's beyond bond authority wait list and will be subject to eligibility at time of review by the State. For purposes of the program budget, estimated revenues conservatively exclude these additional applications.

Total State aid revenues have decreased by approximately \$50.9 million. Total developer fee revenues decreased by \$15.3 due to a decrease from Level 2 and Level 1 fees. Total interest earnings for the Program are anticipated to decrease from \$12.2 million to \$9.8 million based on the anticipated level of funds available. The combined total expenditures have decreased to \$323.4 million. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. The current project under implementation includes the construction of Rose Avenue. Negotiation of a guaranteed maximum price (GMP) with the lease-lease back contractor is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to Phase 4. The construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program due to lack of funding. It is anticipated that the District will be in need of additional local funding to make up for the shortfall for these future projects not being implemented. The total Program Reserve has been increased from \$8.9 million to \$18.2 million due to decreases in estimated uses.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$8.7 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$3.8 million for COPs issued to complete Norman Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

Table 14: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 15,269,341	\$ -	\$ -	\$ 15,269,341	\$ -
Series E	\$ 21,146,769	\$ -	\$ -	\$ -	\$ 21,146,769
Total Master Construct Bonds	\$ 141,649,963				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 30,290,019	\$ -	\$ 17,685,441	\$ 11,640,836	\$ 963,742
Est. Developer Fees	\$ 41,418,203	\$ 7,454,555	\$ 4,424,484	\$ 12,597,946	\$ 16,941,218
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,848,293	\$ 1,594,953	\$ 3,856,391	\$ 269,184	\$ 4,127,767
Est. Total Sources	\$ 341,545,649	\$ 127,388,677	\$ 131,200,169	\$ 39,777,307	\$ 43,179,496
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,766,731	\$ 7,766,731	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,390	\$ 800,572	\$ 9,198,818	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,533	\$ -	\$ 29,063,631
Construct Doris/Patterson 6-8	\$ 277,722	\$ -	\$ 277,722	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,929,181	\$ 25,639,251	\$ -
Reconstruct Harrington Elementary	\$ 23,777,476	\$ 23,777,476	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,869,490	\$ 32,869,490	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,982,409	\$ 41,982,409	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,043,608	\$ 13,043,608	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 429,778	\$ 351,773	\$ 78,005	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,146	\$ 649,146	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,628	\$ 598,628	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,839	\$ 619,839	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,749,391	\$ 321,556	\$ 3,467,545	\$ 3,960,291	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,997	\$ 275,133	\$ 1,909,933	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,513,751	\$ 552,798	\$ 3,582,871	\$ 3,378,083	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,239,857	\$ -	\$ 2,192,232	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,692	\$ 1,901,257	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,296	\$ 1,079,296	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,182	\$ 166,182	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,214,590	\$ 3,214,590	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,274,530	\$ 12,183,562	\$ 90,968	\$ -	\$ -
Subtotal	\$ 309,571,838	\$ 142,154,045	\$ 95,114,547	\$ 32,977,625	\$ 39,325,622
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 18,195,021	\$ (14,765,368)	\$ 11,924,965	\$ 4,737,182	\$ 1,532,875
Est. Total Uses	\$ 341,545,649	\$ 142,154,045	\$ 116,434,801	\$ 39,777,307	\$ 43,179,496
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 341,545,649				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 efforts are complete and were primarily funded through Measure “R” bond proceeds. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. A new 12 classroom building was completed at Marshall Elementary School. Phase 1 also includes the completion of a kindergarten annex facility at Harrington Elementary School and the purchase of the Seabridge and Doris /Patterson school sites.

The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021 resulting in some overall budget increases and savings within Phase 1. In total, the Phase 1 budget includes \$142.2 million in improvements.

Table 15: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Seabridge Elementary School	2013	2013	\$7,773,653	\$7,766,731	(\$6,922)
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572		\$0
Subtotal			\$8,567,303		(\$6,922)
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$23,777,476	(\$69,256)
Lemonwood K-8	2014/18	2014/18	\$42,171,543	\$41,982,409	(\$189,134)
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	\$32,869,490	(\$2,718)
Subtotal			\$98,629,376		(\$261,107)
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen**			\$558,160	\$552,798	(\$5,362)
Brekke			\$276,432	\$275,133	(\$1,299)
McAuliffe			\$323,548	\$321,556	(\$1,993)
Driffill			\$351,773		\$0
Subtotal			\$1,501,260		(\$8,654)
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			\$650,920	\$649,146	(\$1,774)
Curren Science Labs K-8			\$600,333	\$598,628	(\$1,705)
Kamala Science Labs K-8			\$621,562	\$619,839	(\$1,723)
Dr. Lopez Science Labs 6-8 & Utility Upgrades			\$1,081,764	\$1,079,296	(\$2,468)
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	\$1,901,257	(\$3,091)
Subtotal			\$4,848,165		(\$10,761)
Project 1 Adjustment			\$0		\$0
Childhood Development Center Improvements					
Harrington	2015	2015	\$3,208,487	\$3,214,590	\$6,103
Subtotal			\$3,214,590		\$6,103
Planning for K-8 MPRs	2016	2016	\$175,000	\$166,182	(\$8,818)
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$12,920,376	\$13,043,608	\$123,232
Technology	2013/15	2013/15	\$12,183,030	\$12,183,562	\$532
Program Improvements Subtotal			\$142,154,045		(\$166,394)
Program Reserve			(\$14,931,762)	(\$14,765,368)	\$166,394
Program Improvements Total			\$142,154,045		(\$166,394)

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary is complete. Negotiations to develop a GMP contract to construct Rose Avenue school are underway. It is anticipated that the final GMP for the Rose Avenue project will exceed the original construction budget due to rising construction costs, however no budget adjustments are recommended at this time. Recommended budget adjustments will be review upon development of the final GMP. New Kindergarten/Flex classrooms have been completed at Brekke, McAuliffe, Ritchen, and Ramona elementary schools. The Lemonwood kindergarten annex is also complete. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans have received DSA approval for the modernization improvements planned at McAuliffe and Ritchen elementary schools. Per Table 16, recommended adjustments to projects include accounting for project actuals as of April 30, 2021 for completed and close out projects. The Brekke COP payoff has been completed within Phase 2. An overall increase of \$8 million to the Program Reserve is proposed.

Table 16: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Doris/Patterson K-5 / Middle School	2018	2018	\$9,192,500	\$9,198,818
Subtotal			\$9,198,818	\$6,318
Construct New School Sites: Master Construct				
Seabridge K-5	2018/2024	2018/2024	\$2,885,046	\$2,929,181
Dorris Patterson K-5 (Planning)	2020	2020	\$491,496	\$492,533
Dorris Patterson 6-8 (Planning)	2020	2020	\$270,791	\$277,722
Reconstruct School Sites: Master Construct				
Rose Avenue K-5	2018/2021	2018/2021	\$30,680,582	\$0
McKinna K-5	2017	2017	\$36,558,911	\$0
Construct Kinder/SDC Classrooms				
Brekke	2018	2018	\$1,926,268	\$1,909,933
McAuliffe	2018	2018	\$2,551,273	\$2,475,596
Ramona	2018	2018	\$2,190,472	\$2,192,232
Ritchen	2018	2018	\$2,709,074	\$2,601,701
Classroom/Library/MPR Modernizations				
McAuliffe (Planning/Design)	2019	2019	\$991,949	\$0
Ritchen (Planning/Design)	2019	2019	\$981,170	\$0
Construct K-8 Multipurpose Room				
Driffill (Planning)	2020	2020	\$76,058	\$78,005
Childhood Development Center Improvements				
Lemonwood	2019	2019	\$3,655,246	\$0
Subtotal			\$85,824,761	(\$143,576)
Technology	2020	2020	\$214,699	\$90,968
Program Improvements Subtotal			\$95,114,547	(\$260,989)
Program Reserve			\$3,889,723	\$11,924,965
Additional Facilities Expenditures	2018	2018	\$4,519,836	\$0
Program Lease Payments				
Brekke ES COP	2020	2020	\$4,316,718	\$3,831,453
COP for Land Acquisition	2026-29	2026-29	\$480,000	\$0
Portables Lease Payments	2019	2019	\$564,000	\$0
Subtotal			\$9,395,289	(\$485,266)
Program Improvements Total			\$116,434,801	\$7,288,987

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

The design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 3 into Phase 4. The planned academic program space improvements for Brekke and Ramona are also moved from Phase 3 into Phase 4. The new Doris/Patterson 6-8 middle school and multipurpose room/gym at Driffill projects have been removed due to lack of available funding. Phase 3 completes construction activities associated with the planned modernization improvements at McAuliffe and Ritchen. The budgets for McAuliffe and Ritchen modernizations have been adjusted to reflect the current estimated State aid modernization eligibility for Financial Hardship less the established budget for the planning and design efforts. The Phase 3 Program Reserve is estimated to increase by \$460,582. Phase 3 also accounts for continued lease payments related to the District's outstanding Doris/Patterson COP. Table 17 provides a summary of the proposed Phase 3 budget and schedule.

Table 17: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson 6-8	2024		\$48,786,422	\$0	(\$48,786,422)
Seabridge	2018/2024	2018/2024	\$25,683,386	\$25,639,251	(\$44,135)
Classroom/Library/MPR Modernizations					
McAuliffe	2024	2024	\$3,967,795	\$3,960,291	(\$7,504)
Ritchen	2024	2024	\$3,924,680	\$3,378,083	(\$546,597)
Modernize K-5 Multipurpose Rooms					
Brekke	2024	2027	\$697,557	\$0	(\$697,557)
Ramona	2024	2027	\$1,755,474	\$0	(\$1,755,474)
Construct Academic Program Space: Master Construct					
Brekke	2024	2027	\$459,373	\$0	(\$459,373)
Ramona	2024	2027	\$292,151	\$0	(\$292,151)
Construct Gym & Modernize MPR					
Fremont	2024	2027	\$5,557,436	\$0	(\$5,557,436)
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2024	2027	\$1,500,000	\$0	(\$1,500,000)
Construct K-8 Multipurpose Room					
Driffill	2024		\$6,837,369	\$0	(\$6,837,369)
Program Improvements Subtotal				\$32,977,625	(\$66,484,018)
Program Reserve			\$4,276,600	\$4,737,182	\$460,582
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,062,500		\$0
Subtotal				\$2,062,500	\$0
Program Improvements Total				\$39,777,307	(\$66,023,436)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy and academic program space improvements at Brekke and Ramona. The design and construction of the new Doris/Patterson K-5 school is also included in Phase 4.

Construction of new multipurpose room/gyms at Chavez, Curren, and Kamala have been removed due to lack of funding. Phase 4 is also scheduled to continue COP payments for its COPs related to the Doris/Patterson land acquisition and will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. As summarized in Table 18, the Phase 4 budget includes \$43.2 million in improvements, inclusive of a \$1.5 million program reserve.

Table 18: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2021/2026	2021/2026	\$29,064,668	\$29,063,631	(\$1,037)
Modernize K-5 Multipurpose Rooms					
Brekke	2024	2027		\$697,557	\$697,557
Ramona	2024	2027		\$1,755,474	\$1,755,474
Construct Academic Program Space: Master Construct					
Brekke	2024	2027		\$459,373	\$459,373
Ramona	2024	2027		\$292,151	\$292,151
Construct Gym & Modernize MPR					
Fremont	2024	2027		\$5,557,436	\$5,557,436
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2024	2027		\$1,500,000	\$1,500,000
Construct K-8 Multipurpose Rooms					
Chavez	2027		\$6,913,427	\$0	(\$6,913,427)
Curren	2027		\$6,913,427	\$0	(\$6,913,427)
Kamala	2027		\$6,913,427	\$0	(\$6,913,427)
Program Improvements Subtotal				\$39,325,622	(\$10,479,327)
Program Reserve			\$684,163	\$1,532,875	\$848,711
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,321,000		\$0
Subtotal				\$2,321,000	\$0
Program Improvements Total				\$43,179,496	(\$9,630,616)

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Program. Table 19 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

The schedules for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy have been moved to Phase 4 to commence in 2027. The planned academic program space improvements for Brekke and Ramona are also moved to Phase 4 to commence in 2027. The new middle school planned at the Doris/Patterson site and remaining K-8 MPR improvements have been removed from the Program due to lack of anticipated funding. The construction end date for Rose Avenue has been adjusted from August 2022 to August 2023.

Table 19: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex		Complete														
Elm		Complete														
McKinna				Complete												
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
21st Century Modernizations:																
McAuliffe				Complete												
Ritchen				Complete												
Multipurpose Rooms:																
Fremont																
Dr. Lopez Academy																
Ramona																
Brekke																

Based on the identified phasing plan, Table 20 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$30.7 million.

Table 20: Projects Under Management

			Master Budget (Current Dollars)
Project Name	Start Date	End Date	
Construct:			
Rose Avenue	Jan-2017	Aug-2023	\$30,680,582
Total			\$30,680,582

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2021 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
21-Oct-20	A.12	Review of Resolution #20-12 of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds	The Resolution for consideration starts the process of obtaining phase three financing, with the issuance of Series C Bonds in the in the amount of up to \$13 million.	Information
4-Nov-20	D.2	Consideration of Resolution #20-12 of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds	The Resolution for consideration starts the process of obtaining phase three financing, with the issuance of Series C Bonds in the in the amount of up to \$13 million.	Approved
16-Dec-20	A.12	Presentation of the December 2020 Semi-Annual Implementation Program Update	Presentation of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Information
20-Jan-21	A.11	Election of 2016, Series C GO Bonds Wrap Up Presentation (AguileraFort/Penanhoat/CFW)	Presentation regarding the Election of 2016, Series C GO Bonds Wrap Up	Information
20-Jan-21	C.2	Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update	Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approved
20-Jan-21	D.1	Presentation of Construction Documents for McAuliffe ES Modernization to submit Construction Documents to DSA	Construction plans for the McAuliffe Elementary School Modernization Project for submission to the Division of State Architect for review and approval.	Approved
20-Jan-21	D.2	Presentation of Construction Documents for Ritchen ES Modernization to submit Construction Documents to DSA	Construction plans for the Ritchen Elementary School Modernization Project for submission to the Division of State Architect for review and approval.	Approved
17-Mar-21	C.5	Approval of Notice of Completion for Mckinna Elementary School Reconstruction Project	Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-41, McKinna Elementary School Reconstruction Project with Bernards Bros, Inc.	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report JULY2021 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

Fiscal Year 2020-21 District: Oxnard School District

Person completing this form: **Dr. Victor M. Torres** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **July 2021 (04/01/21 to 06/30/21)**

Date for information to be reported publicly at governing board meeting: **August 4, 2021**

Please check box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Karling Aguilera-Fort, Ed.D.

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Approval of Change in Substitute Teacher Pay Rate (Torres/Batista)

Over the past five years, we have experienced a significant shortage of substitutes that has directly affected our ability to cover teachers who are absent. In addition, it has limited our ability to offer professional development sessions and teacher collaboration at our sites. We are proposing to set the base substitute pay rate at \$140.00/day to make the Oxnard School District competitive with most surrounding districts, attract more substitute teachers, and offset the costs of splitting classes/buying prep periods. I have attached a substitute pay analysis for your reference.

\$140/day = daily rate

\$150/day = 15 + consecutive days in the same classroom

\$75/day = half day rate

FISCAL IMPACT:

The anticipated fiscal impact is \$225,000 from the General Fund. However, we should see some offset by the decrease we would experience by not having to split classes or buy prep periods.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the proposed substitute pay rate, as presented.

ADDITIONAL MATERIALS:

Attached: [Substitute Teacher Pay Analysis_July2021 \(one page\)](#)

Substitute Teacher Pay Analysis – July 2021 Oxnard Plain Comparison	
School District/LEA	Substitute Teacher Daily Rate
Hueneme	\$125/day
Ocean View	\$120/day
Oxnard School District	\$121/day
Oxnard Union High School District	\$130/day
Pleasant Valley	\$125/day
Rio	\$120/day
Ventura	\$125/day
VCOE	\$135/day
Cost to split classes (K-5)	\$270 daily rate
Cost to split classes (6-8)	Up to \$580 daily rate
The cost to split classes when no substitute teacher was secured was over \$400,000 during the 2018-2019 school year, which was the last full in-person school year, due to COVID.	
Setting a rate of \$140/day would make the District competitive with most surrounding districts. It is anticipated that this would attract substitute teachers to accept jobs and the cost of splitting classes would be greatly reduced.	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Batista/Nair)

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, Human Resources, the Director, Certificated Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 08.04.2021 \(four pages\)](#)

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

Alferes, Yadira	SPED Teacher, Mild to Moderate	2021/2022 SY
Burgos, Alexandra	SPED Teacher, Mild to Moderate	2021/2022 SY
Eman, Jennifer	SPED Teacher, Mild to Moderate	2021/2022 SY
Geist, Barbara	SPED Teacher, Mild to Moderate	2021/2022 SY
Gutierrez, Stephanie	Speech Language Therapist	2021/2022 SY
Harold, Christina	Speech Language Therapist	2021/2022 SY
Jones, Hailey	SPED Teacher, Mild to Moderate	2021/2022 SY
Limon-Garcia, Betsy	SPED Teacher, Mild to Moderate	2021/2022 SY
Lopez, Kelly	SPED Teacher, VI	2021/2022 SY
Miranda, Allen	School Psychologist	2021/2022 SY

Change of Status

Ordaz, Pablo	Elementary Principal to K-8 Principal	2021/2022 SY
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Resignation

Arciniega, Kimberly	Teacher, Multiple Subject	June 17, 2021
Cox, Jesse	Teacher, SPED Mild to Moderate	June 17, 2021
Demorest, Jamison	Teacher, Language Arts	June 17, 2021
Dudley, Alyxandra	Teacher, SPED Mild to Moderate	June 17, 2021
Figueroa, German	Teacher, Math	June 17, 2021
Forsythe, James	Teacher, SPED Mild to Moderate	June 17, 2021
Haupt, Melissa	Teacher, SPED Mild to Moderate	June 17, 2021
Hawk, Stacy	Teacher, Physical Education	June 17, 2021
Kam, Stephanie	Speech Language Therapist	June 17, 2021
Lepe, Sara	Principal	June 30, 2021
McPherson, Scott	Teacher, Physical Education	June 17, 2021
Mellein, Alice	Teacher, SPED Mild to Moderate	June 17, 2021
Morris, Amanda	Teacher, SPED DHH	June 17, 2021
Munoz, Ivana	Teacher, SPED Mild to Moderate	June 17, 2021
Muthukaruppan, Catherine	Assistant Principal	June 30, 2021
Reyes Rodriguez, Wendy	Teacher, SPED Mild to Moderate	June 17, 2021
Sakuragi, Saori	Speech Therapist	June 17, 2021
Takashi, Tracy	Teacher, SPED Mild to Moderate	June 17, 2021
Tobin, Anna	Teacher, SPED Mild to Moderate	June 17, 2021
Yslas, Kathryn	Teacher, SPED Mild to Moderate	June 17, 2021

Retirement

Cahue-Martinez, Eustolia	Teacher, Multiple Subject	March 8, 2020
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New Hire

Casimiro, Jonathan	Technology Services Technician, Position #9940 Information Technology 8.0 hrs./221 days	08/02/2021
Ceja, Andres	Secretary, Position #1357 Enrollment Center 8.0 hrs./246 days	07/07/2021
De Loera, Candelaria	Risk Management Specialist, Position #10290 Risk Management 8.0 hrs./246 days	07/02/2021
Flores, Mayra	Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days	07/26/2021
Gifford, Kellsie	Library Media Technician, Position #2199 Sierra Linda 5 hrs./190 days	08/18/2021
Lore, Mahogany	Special Education Data Technician, Position #8591 Special Education 8.0 hrs./246 days	07/19/2021
Mendez, Alma	Technology Services Technician, Position #10446 Information Technology 8.0 hrs./221 days	08/02/2021
Mendez, Brisa	Paraeducator I, Position #9808 Curren 4.167 hrs./183 days	08/20/2021
Merlo, Edna	Campus Assistant, Position #9812 Ritchen 0.5 hrs./180 days	06/11/2021
Watson-Williams, Anjalate	Library Media Technician, Position #2525 Rose Ave. 5.0 hrs./190 days	06/25/2021

Limited Term/Substitute

Aguas, Esteban	Paraeducator (substitute)	07/01/2021
Berumen, Silvia	Child Nutrition Worker (substitute)	07/21/2021
Castellon, Ofelia A.	Child Nutrition Worker (substitute)	07/22/2021
Ceja, Diane	Campus Assistant (substitute)	05/27/2021
Chavez Alfaro, Tracey S.	Child Nutrition Worker (substitute)	07/22/2021
Garcia, Lina	Paraeducator (substitute)	06/11/2021
Hernandez, Maria D.	Clerical (substitute)	06/01/2021
Martinez, Isabel	Campus Assistant (substitute)	05/25/2021
Navarro, Candise M.	Child Nutrition Worker (substitute)	07/21/2021
Quintana Gutierrez, Jonathan	Clerical (substitute)	06/21/2021
Saucedo Jr., Jose Luis	Paraeducator (substitute)	06/16/2021
Zuniga, Flora	Preschool Teacher (substitute)	06/28/2021

Promotion

Everett, Steven A.	Lead Custodian, Position #995 Chavez 8.0 hrs./246 days Custodian, Position #1477 Elm 8.0 hrs./246 days	07/12/2021
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Demotion

Coleman, Alma	Records Assistant, Position #826 Purchasing 8.0 hrs./246 days Office Assistant II, Position #9811	07/01/2021
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Budget & Finance 4.0 hrs./246 days

New Position

Perez, Maria	Attendance Accounting Technician, Position #1431 Rose Ave. 8.0 hrs./210 days Office Assistant III, Position #10183 Special Education 8.0 hrs./246 days	08/05/2021
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Administrative Transfer

Gutierrez, Anna	Secretary, Position #10202 Educational Services 8.0 hrs./246 days Human Resources Assistant, Position #535 Certificated Human Resources 8.0 hrs./246 days	08/02/2021
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Leave of Absence

Melendez, Maria	Paraeducator I, Position #7181 Marshall 4.83 hrs./183 days	08/20/2021 – 06/17/2022
Priskin, Melinda	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	06/07/2021 – 08/19/2021

Return from Leave of Absence

Coronado, Mariana	Paraeducator II, Position #9205 Special Education 5.75 hrs./183 days	06/07/2021
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Medical Layoff

2938	Language Assessment Technician, Position #2438 English Learner Services 5.5 hrs./246 days	06/21/2021
1786	Custodian, Position #1220 Brekke 8.0 hrs./246 days	06/09/2021

Termination

4762	Bus Driver, Position #24 Transportation 8.0 hrs./183 days	06/23/2021
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Resignation

Alferes, Yadira	Administrative Assistant, Position #5422 Certificated Human Resources 8.0 hrs./246 days	08/07/2021
Flynn, Michele	Paraeducator II, Position #9358 Lopez 5.75 hrs./183 days	06/18/2021
Grande, Carmen	School Office Manager, Position #1820 Marshall 8.0 hrs./215 days	08/07/2021
Limon-Garcia, Betsy	Paraeducator II, Position #9304 Frank 5.75 hrs./183 days	08/16/2021
Lopez, Victor	Campus Assistant, Position #7269 Lemonwood 5.0 hrs./180 days	06/09/2021
Lopez Osornio, Diego	Paraeducator II, Position #8106 Fremont 5.75 hrs./183 days	05/01/2021
Pulido, Daniel	Paraeducator III, Position #2683	06/18/2021

Rivas, Michelle	Curren 5.75 hrs./183 days Paraeducator III, Position #977 McAuliffe 5.75 hrs./183 days	06/18/2021
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Retirement

Balam, Albert	Custodian, Position #1609 Marshall 8.0 hrs./246 days	10/30/2021
Olmos, Diane	Paraeducator III, Position #1079 McAuliffe 5.75 hrs./183 days	06/18/2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Reduce Hours of Positions (Torres/Nair)

Establish

an eight-hour 246-day Maintenance Manager position number 10454 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 183-day Speech Language Pathology Assistant position number 10455 to be established in the Special Education department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10465 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10466 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10467 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10468 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10469 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10470 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10471 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10472 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10473 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10474 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10475 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10476 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10477 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10478 to be established in the Facilities department. This position will be established to provide additional support.

an eight-hour 246-day Custodian position number 10479 to be established in the Facilities department. This position will be established to provide additional support.

Abolish

a five-hour and forty-five minute 183-day Paraeducator II position number 8106 to be abolished in the Special Education department. This position will be abolished due to lack of work.

Decrease in Hours

a three-hour and ten minute 183-day Paraeducator I position number 9158 to be reduced to one hour and thirty minutes at Chavez School. This position will be reduced due to lack of work.

FISCAL IMPACT:

Cost for 1 Maintenance Manager: \$110,731 General Funds (ESSER Funds)

Cost for 1 Speech Language Pathology Assistant: \$82,765 Special Education Funds

Cost for 15 Custodians: \$1,059,765 General Funds (ESSER Funds)

Cost for 1 Paraeducator II: \$29,644 Special Education Funds

Cost for 1 Paraeducator I: \$8,213 General Funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-46 – Sherman Garnett & Associates (DeGenna)

Sherman Garnett & Associates will provide a workshop to Office Managers and Attendance Technicians on the process of Student Record keeping on Monday, August 9, 2021. Participants will receive the most up to date policies and regulations.

FISCAL IMPACT:

\$3,000.00 – Title II

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-46 with Sherman Garnett & Associates.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-46, Sherman Garnett & Associates \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OSD AGREEMENT #21-46



Sherman Garnett & Associates

1747 N. Coolcrest Avenue

Upland, CA 91784

Tax ID # 46-279-2164

Phone: (909) 223-5561 FAX: (909) 946-8066

Agreement for Consultant Services

The following is an Agreement by and between Oxnard School District and Sherman Garnett & Associates.

RECITALS

- A. The District requires the services of a professional Trainer in the areas of Student Records.
- B. Sherman Garnett & Associates, is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions and District and Trainer, Sherman Garnett & Associates, hereby agree as follows:

- A. TERM of this agreement shall commence on the morning of Monday August 9, 2021 and end during the afternoon of Monday August 9, 2021. (AM & PM Session)
- B. **TRAINER AGREES:** To perform in a competent and professional manner the following services, as needed and requested by the District: **training on Student Records.**
- C. **DISTRICT AGREES:** To pay \$3000.00 Trainer fee. All invoices for services must be submitted to the District within 30 calendar days after services are performed by Sherman Garnett & Associates. Subject to and upon approval of District, payment of invoices shall be made within 60 days after Sherman Garnett & Associates submits invoices and any other requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for deliver to Sherman Garnett & Associates.
- D. **DISTRICT OWNERSHIP:** All data and information provided for and/or used by Trainer shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the District and the District will be the "author" of all such reports under applicable copyrights laws. Oxnard SD may order and secure from Sherman Garnett & Associates an appropriate number of manuals in the subject area @ \$49.99 each to be utilized during the training. All participants will receive a PowerPoint presentation at no additional cost.

- E. CONFIDENTIALITY:** The confidentiality provisions of the Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Trainer agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observation, documentation or otherwise (collectively, "Confidential Information"), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Trainer agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Trainer's own benefit. A violation of this Section shall be a material violation of this agreement.

If it appears that the Trainer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies at law or equity, including a claim for loss and damages.

- F. TERMINATION:** This agreement may be terminated by the parties upon receipt of ninety days prior written notice sent to the following addresses of Trainer or District:

District: Oxnard School District
1051 South A St.
Oxnard, California 93030

Trainer: Sherman Garnett & Associates
1747 N. Coolcrest Avenue
Upland, CA 91784

- G. INDEPENDENT CONTRACTOR STATUS:** Sherman Garnett & Associates states and affirms that it is acting as a free agent and independent trainer, maintains the principle place of business at own address, and that this Agreement is not exclusive. Sherman Garnett & Associates as an independent contractor is responsible for accomplishing the result required herein, and District shall not be liable to Sherman Garnett & Associates for any payments, benefits, loss, costs, expenses, or injury or damages to Trainer's person, or property, except District's liability to Sherman Garnett & Associates for compensation for services performed herein. Neither Sherman Garnett & Associates nor any of its agents or employees shall be entitled to any benefits provided to District's employees, including health insurance benefits. Sherman Garnett & Associates is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Trainer for services rendered.

Sherman Garnett & Associates

Date

Agency
Oxnard School District

Representative
Lisa A. Franz
Director, Purchasing

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2021

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED Sherman Garnett & Associates sherman garnett 1747 N. Coolcrest Ave UPLAND CA 91784		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5472-M2474858	08/09/2021 12:01 AM	08/10/2021 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 70, Event Type: Seminar.

CERTIFICATE HOLDER

Sherman R Garnett Oxnard School District 1051 South A St. Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Sherman R Garnett
Oxnard School District
1051 South A St.
Oxnard, CA 93030

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-52 – Insight Neuropsychology (DeGenna/Jefferson)

Insight Neuropsychology will provide Independent Education Evaluator Services to the Special Education Services Department during the 2021-2022 academic year to complete psychoeducational evaluations.

Term of Agreement : August 24, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-52 with Insight Neuropsychology.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-52, Insight Neuropsychology \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-52

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Insight Neuropsychology (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Danielle Jefferson
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Insight Neuropsychology
 1200 Paseo Camarillo, Suite 245
 Camarillo, CA 93010
 Phone: (805) 988.6197, Ext. 104
 Email: drstifel@insightneuropsychology.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DANIELLE JEFFERSON** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

INSIGHT NEUROPSYCHOLOGY:

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-52

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-52

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-52

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-52

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$30,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-52

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-52

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-52

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-52

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **INSIGHT NEUROPSYCHOLOGY**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Dr. Stifel Independent Evaluation Rates

- **Psychoeducational Assessment**

- Price: starting at \$2500 and not to exceed \$5000 (price determined by Dr. Stifel after initial outreach regarding the student's needs)
- This assessment includes:
 - Formal cognitive and processing assessments
 - Formal and informal achievement assessments
 - Rating scales
 - Observations
 - Interviews
 - Review of records
 - Any other additional assessment components deemed appropriate by Dr. Stifel

- **Functional Behavior Assessment**

- Price: starting at \$2000 and not to exceed \$3500 (price determined by Dr. Stifel after initial outreach regarding the student's needs)
- This assessment includes:
 - Inventories
 - Review of records
 - Observations
 - Interviews
 - Behavior assessment measures

- **Other Assessments (Transition Assessment, Special Circumstance Educational Supports, etc.)**

- Price: starting at \$850 and not to exceed \$2000
- This assessment includes:
 - Online and other informal assessment questionnaires
 - Interviews
 - Observations
 - Review of records
 - Use of VC SELPA forms and assessment tools



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2020

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

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

PRODUCER Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Skye Stifel 1200 Paseo Camarillo Ste 245 Camarillo, CA 93010 6085															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 01/01/2020			78G25937454	02/09/2021	02/09/2022	Each Incident \$1,000,000 Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-53 – Olvera Psychological and Educational Consulting Services (DeGenna/Jefferson)

Dr. Pedro Olvera of Olvera Psychological and Educational Consulting Services will provide Independent Evaluator Services for the Special Education Services Department during the 2021-2022 academic year.

Term of Agreement: August 24, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$30,000.00 (\$5,000.00 per student referral) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-53 with Olvera Psychological and Educational Consulting Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-53, Olvera Psychological & Educational Consulting Services \(2 Pages\)](#)
[Rate Sheet \(2 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Dr. Pedro Olvera
Licensed Educational Psychologist #2975

Bilingual Clinical Director
714-609-3806 (Phone)
dr.pedro.olvera@gmail.com (email)

ORANGE COUNTY/LOS ANGELES
5211 E. Washington Blvd. Ste. 2-155
Commerce, CA 90040

SAN DIEGO
PO BOX 1003
Spring Valley, CA 91979

Independent Contractor Agreement/Services Agreement

The Agreement made this 01 day of June of 2021 by Oxnard School District ("District") and Dr. Pedro Olvera (Independent Contractor). An Independent contractor is an independent contractor willing to provide specific skills and abilities that the District requires. In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Company and Independent Contractor agree as follows:

1. The District hereby contracts with Dr. Pedro Olvera as an independent contractor, and the Independent Contractor hereby accepts the offer.
2. The term of this agreement shall commence on TBD. After the first thirty 30 days of the term, either party may, without cause, terminate this agreement by giving Dr. Pedro Olvera 30 days by providing written notice to the other.
3. The District shall pay Dr. Pedro Olvera, and he shall accept as compensation for all services to be provided pursuant to this agreement, the sum of:

- **\$5,000.00** per psychoeducational/neuropsychological (Bilingual and English) assessment, which includes all testing materials and IEP* time.
*IEP time includes two hours of phone/video participation.

4. Dr. Pedro Olvera is responsible for all taxes. Dr. Pedro Olvera will provide his insurance (Professional, General, and Sexual Misconduct). Dr. Pedro will cover all travel or related expenses.
5. Dr. Pedro Olvera may engage in other business activities provided, however, that Dr. Pedro Olvera shall not solicit the District's employees or clients during this Agreement.
6. If Dr. Pedro Olvera becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity, or death, compensation shall cease upon the event's happening.

7. Neither party may assign this Agreement without the express written consent of the other party.

9. Dr. Pedro Olvera is an Independent Contractor, and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent, or employee of the District, nor shall either party have any authority to bind the other.


10. It is agreed that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

11. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

12. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Intending to bound legally, the parties hereto have caused this Agreement to be executed as of the date first above written.

BY Lisa A. Franz, Director, Purchasing
(District; Name/Please Print and Sign; Date)

BY:  Dr. Pedro Olvera 06/01/2021
(Independent contractor; Name/Please Print; Date)

Type of Assessment (IEE)	Components	Cost
SLD/Dyslexia	<ul style="list-style-type: none"> ✓ Cognitive =\$ 650.00 ✓ Academic Achievement= \$1,000 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$5,000.00 (CAP)
ADHD	<ul style="list-style-type: none"> ✓ Cognitive =\$ 650.00 ✓ Academic Achievement= \$1,000 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> ○ Social Emotional/Behavioral ○ Executive Functioning/ADHD ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$5,000.00 (CAP)
Emotional Disturbance (ED)	<ul style="list-style-type: none"> ✓ Cognitive =\$ 650.00 ✓ Academic Achievement= \$1,000 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> ○ Social Emotional/Behavioral (Personality) ○ Executive Functioning ○ Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$5,000.00 (CAP)

Autism	<ul style="list-style-type: none"> ✓ Cognitive = \$ 650.00 ✓ Academic Achievement= \$1,000 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> ○ Autism Scale ○ Executive Functioning ○ Clinical Interview ○ ADOS ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$5,000.00 (CAP)
Intellectual Disability	<ul style="list-style-type: none"> ✓ Cognitive = \$ 650.00 ✓ Academic Achievement= \$1,000 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Adaptive Behavior= \$400.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$5,000.00 (CAP) Cost will vary on the students' ability to complete tasks.
ERMHS	<ul style="list-style-type: none"> ✓ Parent/Teacher Surveys- \$1400.00 <ul style="list-style-type: none"> ○ Social Emotional (Broad) ○ Social Emotional (Narrow) ○ Executive Functioning ○ Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$2,000.00 (CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total = \$1500.00
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total= \$2000.00

**Other fees may apply given travel, urgency, and uniqueness of each case.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2020

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

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PRODUCER DAYLIGHT INSURANCE BROKERAGE 3762 Ruelle San Raphael San Diego CA 92130		CONTACT NAME: Sean Myers PHONE (A/C No. Ext): (619) 851-9503 E-MAIL ADDRESS: sean@daylightinsurance.com FAX (A/C, No): (619) 240-7169	
INSURED DR PEDRO OLVERA 2286 Pointe Parkway Spring Valley CA 91978		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE COMPAY INSURER B: UNDERWITTERS AT LLOYDS LONDON INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3AA365416	10/22/2020	10/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			MEO2351056.20	08/29/2020	08/29/2021	Aggregate Limit 3,000,000 Sexual Abuse Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-54 with Dr. Felicia J. Lew, OD (DeGenna/Jefferson)

Dr. Felicia J. Lew will provide Independent Education Evaluator Services to the Special Education Services Department during the 2021-2022 academic year to complete evaluations and optometry support services.

Term of Agreement: August 24, 2021 through June 30, 2022

FISCAL IMPACT:

\$5,400.00 (per attached rate sheet) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-54 with Dr. Felicia J. Lew.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-54, Dr. Felicia J. Lew \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-54

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Dr. Felicia J. Lew, OD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Four Hundred Dollars (\$5,400.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Dr. Felicia J. Lew, OD
3160 Telegraph Rd., Suite #206
Ventura, CA 93003
Phone: (805) 765.4892
Fax: (805) 222.7580
Email: flewod@neurovisiontraining.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DANIELLE JEFFERSON** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

DR. FELICIA J. LEW, OD:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-54

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-54

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Five Thousand Four Hundred Dollars (\$5,400.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$5,400.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-54

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-54

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DR. FELICIA J. LEW, OD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

RATE SHEET FOR FELICIA J LEW, OD – DEVELOPMENTAL OPTOMETRIST

COMPREHENSIVE EYE EXAM: including pupil dilation/cycloplegia which may be required to determine if glasses are needed and to examine the eye structures. Comprehensive eye exam's can be completed at Dr. Lew's office for \$150. The office does not accept insurance.

Dr. Lew also does eye exams at Ventura Ophthalmology Medical Group (VOMG). This may be covered by the student's medical or vision insurance. Please call the VOMG office at (805)648-6891 to inquire regarding rates based on whether the student has insurance coverage the practice accepts.

ADDITIONAL MEDICAL OPHTHALMOLOGICAL TESTING: Some additional tests - which can be covered by medical insurance - may be required such as sensorimotor exam, visual field testing, visual evoked potentials and digital photographs. These medical procedures and tests require a medical diagnosis for insurance coverage.

EYEGLASSES: My practice does not sell eyeglasses. A prescription for glasses, if determined appropriate, will be furnished and the student can choose an optical to have glasses purchased and fabricated. Occasionally, I will change glasses prescriptions during the course of therapy as visual abilities improve.

VISUAL FUNCTION TESTING: includes measuring eye alignment, eye tracking, checking binocularity, Developmental Eye Movement Test, peripheral vision, and visual-vestibular testing. Fee: \$60 per 15 minutes. This testing typically takes 60-75 minutes. Includes written report.

DEVELOPMENTAL VISION TESTING: includes primitive reflex evaluation, visual perception tests, visual-auditory integration, Dyslexia Screener, directionality and Reversals Frequency Test. Fee: \$60 per 15 minutes. This testing portion typically takes 60-90 minutes. Includes written report.

SCHOOL/IEP MEETING ATTENDANCE: \$60 per 15-minute increments.

EQUIPMENT FEE: \$50 non-refundable for non-returnable vision therapy home aids.

EQUIPMENT RENTAL: \$150 will be refunded if rented equipment returns in good reusable condition.

VISION THERAPY: \$60 per 15 minutes, billed in 15 minute increments. Vision therapy sessions are typically 30-45 minutes.

PROGRESS CHECKS: can be partially billed to insurance, if applicable. \$60 per 15 minutes if paid in cash. Progress checks are usually performed after 10-12 visits and take 15-30 minutes.

All in-office testing and vision therapy is one-on-one, face-to-face with Dr. Lew. Telehealth visits are possible for some activities by request and fees are the same.

Please contact Dr. Lew at (805)765-4892 with any questions and/or concerns. Thank you.

Felicia Lew, OD, Optometric Corporation
3160 Telegraph Rd, Suite 206
Ventura, CA 93003
E-mail: FLEWOD@neurovisiontraining.com

05/15/2021



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 31, 2021

Oxnard School District
Oxnard School District
Oxnard School District
1051 S A ST
OXNARD CA 93030

Account Information:

Policy Holder Details :	Felicia J. Lew, OD, Optometric Corporation
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2021

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

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

PRODUCER TOLMAN & WIKER INS SERVICES LLC 72250231 PO BOX 1388 VENTURA CA 93002	CONTACT NAME:	
	PHONE (805) 585-6100 (A/C, No, Ext):	FAX (805) 585-6100 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED FELICIA J. LEW, OD, OPTOMETRIC CORPORATION 3160 TELEGRAPH RD STE 206 VENTURA CA 93003-3257	INSURER A: Sentinel Insurance Company Ltd. 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability	X		72 SBA BC5407	06/06/2021	06/06/2022	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
	GENERAL AGGREGATE						\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/>			72 SBA BC5407	06/06/2021	06/06/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>							
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE	
	OCCUR CLAIMS-MADE							
	DED RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT							
	E.L. DISEASE -EA EMPLOYEE							
	E.L. DISEASE - POLICY LIMIT							
A	DATA BREACH - DEFENSE & LIAB COVG			72 SBA BC5407	06/06/2021	06/06/2022	Limit	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Oxnard School District
 Oxnard School District
 Oxnard School District
 1051 S A ST
 OXNARD CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-57 – Tawanda L. Pullen, Ph.D. (DeGenna/Jefferson)

Tawanda L. Pullen, Ph.D. will provide Independent Education Evaluator Services for the Special Education Services Department during the 2021-2022 academic year to complete psychoeducational evaluations.

Term of Agreement: August 24, 2021 through June 30, 2022

FISCAL IMPACT:

\$10,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-57 with Tawanda L. Pullen, Ph.D.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-57, Dr. Tawanda L. Pullen \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-57

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Tawanda L. Pullen, Ph.D. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached proposal, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Tawanda L. Pullen, Ph.D.
1200 Valley View Road, #102
Glendale, CA 91202
Phone: (877) 428.8478
Fax:
Email: tpullen3@aol.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

TAWANDA L. PULLEN, PH.D.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-57

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-57

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-57

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-57

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached Proposal, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$10,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-57

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

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

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

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

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

☐ Not Project Related

☒ Project #21-57

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

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-57

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-57

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **TAWANDA L. PULLEN, PH.D.**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

6/1/21

IEE Assessment Proposal:

\$4,250 for a Full Psycho-Educational Evaluation, includes cognitive and psychological processing (auditory, visual processing, psychomotor/fine motor, (*cognitive is omitted if student is African American), academic achievement assessment, general social emotional/adaptive behavior assessment), includes two observations (structured and unstructured observations in the school setting); includes participation in IEP meeting via phone conference for 30 minutes.

\$500 Per Additional Assessment Area: Autism, Extensive Social Emotional Assessment for ADHD, Anxiety, etc. (for OHI), or Emotional Disturbance Evaluation

Please let me know if you have any questions!

Respectfully Submitted,

Tawanda L. Pullen, Ph.D., Licensed Educational Psychologist #3709

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-59 – Neuropsychology Partners (DeGenna/Jefferson)

Neuropsychology Partners will provide Independent Education Evaluator Services for the Special Education Services Department during the 2021-2022 academic year to complete psychoeducational evaluations.

Term of Agreement: August 24, 2021 through June 30, 2022

FISCAL IMPACT:

\$5,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-59 with Neuropsychology Partners.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-59, Neuropsychology Partners \(13 Pages\)](#)
[Fee Schedule \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-59

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Neuropsychology Partners (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Neuropsychology Partners
2001 South Barrington Ave., Suite #214
Los Angeles, CA 90025
Attention: Marcia Haresh
Phone: (310) 478.8888
Fax: (310) 478-8890
Email: marcia@drsimun.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DANIELLE JEFFERSON** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

NEUROPSYCHOLOGY PARTNERS:

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-59

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-59

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED FEE SCHEDULE**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED FEE SCHEDULE**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-59

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-59

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached Fee Schedule, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-59

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

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

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

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

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

☐ Not Project Related

☒ Project #21-59

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

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-59

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-59

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **NEUROPSYCHOLOGY PARTNERS**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

2021 FEE SCHEDULE IEE

PKG 1 Neuropsychological Assessment, Premium IEE

Intake interview, up to 10 hours testing, one (1) virtual/on-site observation, records review (up to 2 hours), (1) meeting at the SPA office to review results with parent/guardian, up to 90 minutes, written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 5 hours of expert time.

\$8000

PKG 2 Neuropsychological Assessment, Complete IEE

Intake interview, up to 10 hours testing, one (1) virtual/on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.

\$7500

PKG 3 Neuropsychological Assessment, Preschool IEE

Intake interview, up to 8 hours testing/observation, one (1) virtual/on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.

\$6800

PKG 4 Psycho-educational Assessment, Complete IEE

Intake interview, up to 6 hours testing, one (1) virtual/on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours expert time.

\$6500

PKG 5 Psycho-educational Assessment, Preschool IEE

Intake interview, up to 5 hours testing, one (1) virtual/on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours of expert time. Does not include parent meeting.

\$5900

Social Emotional Assessment

Intake interview, up to 4 hours testing, rating scales, one (1) virtual/on-site observation, brief client and parent interviews, records review (up to 2 hours), written report, one IEP meeting (up to 2 hours).

\$4100

Consultation \$600 STRIVE Test Accommodations: \$4300* *30% off when done by intern/post doc	Neuro Psych-Medical: \$7000 Neuro Psych-Brief: \$4000	Psych Ed. Assessment Basic: \$6100 Psycho Ed Update: \$4000	
Additional Services:			
LiveScan Background Checks (each)			\$125
Report Prep / Writing /Form Completion			\$600
Missed Appointment, per hour			\$500
Records review, per hour			\$500
Testing, Observation or Results Meeting, per hour			\$600
Historical Interview(s), per hour			\$500
Expert Time: Service, Consultation (phone, email or in person), Preparation			\$600
Expert Time: IEP attendance (within 30 minutes of office, otherwise travel rates applicable)			\$600
Expert Time: DPH attendance (within 30 minutes of office, otherwise travel rates applicable)			\$700
Expert Time: Testimony in person (within 30 minutes of office, otherwise travel rates applicable)			\$800
Additional clerical, per hour			\$185
Travel over 30 min, per hour			\$185
Travel expenses, per day, maximum (incl. food)			\$100
Lodging, per night, maximum			\$225
Cancellation fee (appointments must be cancelled no later than 72 hours prior to appointment)			\$500
Bounced Check Charge			\$85
Clerical			\$185
Copies			\$1
			page

Medical /Non Forensic paid by insurance Medical Neuro Psych cannot be used for school based services. IEE not payable with insurance.

*Additional fees may be charged for time if excessive driving distances are required for observations and IEP meeting attendance.
Rush fees are decided on per case basis.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2021

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

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

PRODUCER The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Suite 250 Woodland Hills CA 91367		CONTACT NAME: Melinda Barton PHONE (A/C, No, Ext): (818) 914-3960 FAX (A/C, No): (866) 835-6983 E-MAIL ADDRESS: mbarton@libertycompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Western World Insurance Co.	
		NAIC # 13196	
INSURED Simun Psychological Assessment Group, PC 2001 S. Barrington Avenue Suite 214 Los Angeles CA 90025		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 21-22 GL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NPP8725452	02/22/2021	02/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Sexual Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP8725452	02/22/2021	02/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse/Molestation			NPP8725452	02/22/2021	02/22/2022	Each Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 S. A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #21-61 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)

Dr. Michael McQuillan, OD will provide Independent Education Evaluator Services to the Special Education Services Department during the 2021-2022 academic year to complete evaluations.

Term of Agreement: August 24, 2021 through June 30, 2022

FISCAL IMPACT:

\$12,000.00 (per attached Fee Schedule) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-61 with Dr. Michael McQuillan, OD.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-61, Dr. Michael McQuillan, OD \(13 Pages\)](#)
[Fee Schedule \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-61

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Dr. Michael McQuillan, OD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Dr. Michael McQuillan, OD
761 E. Daily Drive, Suite #120
Camarillo, CA 93010
Phone: (805) 484.0577
Fax:
Email: gke6349@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

DR. MICHAEL MCQUILLAN, OD:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-61

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-61

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED FEE SCHEDULE**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED FEE SCHEDULE**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-61

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-61

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-61

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-61

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-61

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-61

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DR. MICHAEL MCQUILLAN, OD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



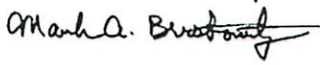
Michael McQuillan, OD
761 E. Daily Dr. Suite #120
Camarillo, Ca 93010
(805) 484-0577

OPTOMETRY FEE SCHEDULE

Revised date 06/01/2021

92002	Intermediate eye examination, new patient	\$ 229.00
92004	Comprehensive eye examination, new patient	\$ 299.00
92012	Intermediate eye examination, established patient	\$ 199.00
92014	Comprehensive eye examination, established patient	\$ 249.00
92015	Refraction	\$ 86.00
92020	Gonioscopy	\$ 99.00
92025	Corneal Topography	\$ 118.00
92060	Binocular evaluation	\$ 159.00
92064	Vision Training Evaluation, new patient	\$ 370.00
92064-C	Vision Training Evaluation, established patient	\$ 270.00
92065	Vision Training per appointment	\$ 229.00
92065 -C	Vision Training for 24 Sessions	\$ 2900.00
92070	CL Fitting for treatment of disease	\$ 329.00
92082	Visual field examination, intermediate	\$ 229.00
92083	Visual field examination, extended	\$ 259.00
92133	OCT ONH	\$ 219.00
92134	OCT Retina	\$ 219.00
92225	Extended Ophthalmoscopy, initial	\$ 239.00
92250	Retinal Photography/Optomaps	\$ 159.00
92285	Ocular Photography, external	\$ 99.00
92310	Fitting and follow-up of contact lenses	\$ 149.00
92310-99	Orthokeratology	\$ 2899.00
92313	Fitting and follow-up/specialty lens	\$ 219.00
99050	Emergency after hours/holiday visit	\$ 379.00
99075	Medical Testimony/ Per Hour	\$ 579.00
99080	Special Writing Report	\$ 309.00
99201	Brief Writing Report , new patient	\$ 219.00
99202	Expanded Writing Report, new patient	\$ 289.00
99203	Limited, new patient	\$ 199.00
99204	Intermediate, new patient	\$ 319.00

99205	Comprehensive, new patient	\$ 349.00
99211	Minimal, established patient	\$ 95.00
99212	Brief, established patient	\$ 129.00
99213	Expanded, established patient	\$ 149.00
99214	Limited, established patient	\$ 249.00
99215	Comprehensive Specialty, established patient	\$ 279.00
99241	Office Consultation, brief	\$ 119.00
99242	Office Consultation, expanded	\$ 239.00
99243	Office Consultation, limited	\$ 199.00
99244	Office Consultation, intermediate	\$ 399.00
99245	Office Consultation, comprehensive	\$ 499.00
99272	Confirmatory (second opinion), brief	\$ 229.00
99273	Confirmatory (second opinion), limited	\$ 269.00
99274	Confirmatory (second opinion), expanded	\$ 329.00
99275	Confirmatory (second opinion), comprehensive	\$ 419.00

MEMORANDUM OF INSURANCE				Date Issued 01/14/2021	
Producer Association Business Mercer Health & Benefits Insurance Services LLC 633 W. Fifth Street, Ste. 1200 Los Angeles, CA 90071 800-775-2020			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured MICHAEL H MCQUILLAN OD 761 DAILY DRIVE STE 120 CAMARILLO, CA 93010			Company Affording Coverage Liberty Insurance Underwriters, Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Opto Firm Optometrist	AHY-101347011	01/23/2021	01/23/2022	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$4,000,000
PROOF OF INSURANCE					
Memorandum Holder: PROOF OF COVERAGE ONLY			Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative Mark Brostowitz		
					

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-63 – Heinemann (DeGenna/Fox)

Heinemann will provide In-Person Professional Development for teachers and administrators on The Fountas & Pinnell Literacy Continuum as follows:

- 3-Day Professional Development – August 17-19, 2021
- 1-Day Follow-up – October 11, 2021

FISCAL IMPACT:

\$105,000.00 – Expanded Learning Opportunity Funds

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-63 with Heinemann.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-63, Heinemann \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300

Portsmouth, NH 03801

Phone: 800-541-2086 Ext. 1402

Fax: 907-375-2987

www.heinemann.com/pd

PD Offering: The Fountas & Pinnell Literacy Continuum
Five Consultants

Date(s): 8/17/2021 - 8/19/2021
10/11/2021 – 10/11/2021

Location: Oxnard, CA

Number of Participants: 30 (per session)

Total Fee: \$105,000

Contact: Aracely Fox

Organization: Oxnard School District

The fee for the Engagement is inclusive of the consultant's fee and expenses, and any handouts related to the seminar for a maximum of 30 participants. A copy of the related Heinemann title for each participant is not included but is required for each seminar participant.

Contract and Purchase Order is due for the full amount of this agreement by: 8/10/2021. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed: _____ Date: _____

Name (print): **Lisa A. Franz** Title: **Director, Purchasing**

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by email to amy.myshrall@heinemann.com or by U.S. mail, to Heinemann Professional Development.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be emailed to amy.myshrall@heinemann.com or mailed to Heinemann Professional Development.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

Initial Here

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2021

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED HEINEMANN PUBLISHING 145 MAPLEWOOD AVENUE, SUITE 300 PORTSMOUTH, NH 03801	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B : Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER C : ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER D : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : ACE Property & Casualty Insurance Company	20699	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D : ACE Fire Underwriters Insurance Company	20702														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-009218275-36 **REVISION NUMBER:** 15

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72488623	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25541637	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XEU G71523767 003	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67809506 (CA, MA) WLR C67809543 (AOS) SCF C67809580 (FL,OK,OR,WI)	05/15/2021 05/15/2021 05/15/2021	05/15/2022 05/15/2022 05/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER HEINEMANN PUBLISHING 361 HANOVER STREET PORTSMOUTH, NH 03801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Yevgeniya Muyamina <i>Yevgeniya Muyamina</i>
---	--

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-65 – Livingston Memorial Visiting Nurses Association (DeGenna/Nocero)

Livingston Memorial Visiting Nurses Association (LMVNA) will provide grief and bereavement services for OSD students, families, and staff, in partnership with the Oxnard School District during the 2021-2022 school year. During a pandemic, or when unable to meet in person, LMVNA will provide virtual grief support for students, families and staff.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #21-65 with Livingston Memorial Visiting Nurses Association.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-65, Livingston Memorial Visiting Nurse Association \(3 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OSD AGREEMENT #21-65

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) explains and confirms the agreement between the **Livingston Memorial Visiting Nurses Association (LMVNA)** (Provider) and the Oxnard School District (OSD)

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the designated party and OSD. This MOU also provides the means by which the Provider and the OSD will maintain a collaborative relationship to ensure inter-agency services to OSD students and families.

Memorandum of Understanding Timeline:

This MOU is effective August 5th, 2021 and will extend through June 30th, 2022.

Memorandum of Understanding and Description of Services:

Provider agrees to the following:

1. Provide grief and bereavement services in partnership with OSD services for OSD students and families.
2. To be responsible for the primary supervision of Provider's employees.
3. Provide information and education to students, families and staff.
4. Identify representation for participation in meetings with OSD as required.
5. Set standards of care, oversee, and coordinate all services.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as health Insurance Portability and Accountability Act (HIPPA) standards.
7. Ensure that Provider's employees/volunteers have completed an appropriate background check and live scan, have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.
8. Be responsible for supervising students or volunteers that Provider utilizes whether or not the supervisor is present on campus. Provider further agrees that no OSD student will be left alone with one of Provider's students or volunteers while on school campus.
9. Inform OSD of changes in schedule and status.
10. Work with the OSD staff as needed.
11. Comply with policies of OSD.
12. Provider reserves the right to withdraw any employee or volunteer at Provider's discretion.
13. Follow proper procedures to ensure patient privacy.

14. Supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested) insurance to OSD on an on-going basis to verify Provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name OSD, its employees, agents and school board members as an additional insured. Additionally, Provider will verify that all Affiliated Clinics maintain the above specified insurance policies.
15. During a pandemic or when unable to meet with students in person, Livingston Memorial Visiting Nurse Association will provide virtual grief support for the student body.

OSD agrees to the following:

1. Serve as administrator for services for OSD students and families.
2. Allocate space to accommodate Provider staff as they work on OSD sites.
3. Communicate all accumulated patient information to Provider through the referral process.
4. Participate in training and cross training.
5. Maintain records of visit results for all students and families served by Provider.
6. Provide referrals to Provider as appropriate.
7. Provide information about Provider and offered programs as appropriate.
8. Set up initial and follow up appointments.
9. Reserves the right to request Provider to withdraw any Provider employee/volunteer from its facility whose conduct or work with students, the community or personnel is not in accordance with OSD policies and procedures or is detrimental to students or others.

Both the OSD District Office Administration and Provider 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 OSD District Office Administration prior to program implementation.

Indemnification:

The OSD shall save, defend, hold harmless and indemnify Provider (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 OSD 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 Provider.

Provider shall save, defend, hold harmless and indemnify the OSD (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

05/23/18

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 OSD.

Cancellation:

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

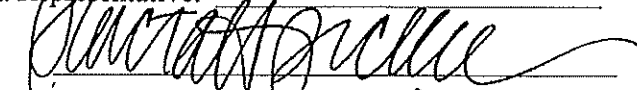
Signatures:

Livingston Memorial Visiting Nurses Association & Hospice

Authorized Representative:

STACIA SICKLE LCSW

Signature:



Title:

DIRECTOR GRIEF & BEREAVEMENT PROG.
(LIVINGSTON)

Date:

6/10/21

Oxnard School District

Name:

Lisa Franz

Signature:

Title:

Director of Purchasing

Date:



LIVIMEM-02

SGALVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Stacey Galvan PHONE (A/C, No, Ext): (805) 777-7394 FAX (A/C, No): E-MAIL ADDRESS: Stacey.Galvan@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, PA 19445 INSURER B: Pacific Compensation Insurance Company 11555 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Livingston Memorial VNA Health Corp. 1996 Eastman Avenue #101 Ventura, CA 93003		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL/Professional Comb <input checked="" type="checkbox"/> Retro 9/21/05 * GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		VHNUHG 0002292 00	1/16/2020	1/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VHNUHG 0002292 00	1/16/2020	1/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			VHHHHX535062606	1/16/2020	1/16/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Retro 9/21/2005 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WA-006622-00	1/16/2020	1/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			VHNUHP 0002295 00	1/16/2020	1/16/2021	*See remarks section

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard School District, its employees, and school board members are included as Additional Insureds under the General Liability policy per attached form #HGL304 (01-20).

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Livingston Memorial VNA Health Corp. 1996 Eastman Avenue #101 Ventura, CA 93003
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional Health Care Liability
Claims Made (Retro Date: 9/21/2005)
\$1,000,000 Each Occurrence or Medical Incident
\$3,000,000 Aggregate

Professional Health Care Liability extends coverage to the following doctors:

Lanyard Dial, MD
James Helmer Jr, MD
Becky Wade, MD
Mary Dial, MD
Mish Pearl, MD

Crime Coverage
Client's or Patient's Property: \$25,000 any one Occurrence

****Correct Work Comp Carrier****

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM

WHO IS AN INSURED (SECTION II) is changed to include as an additional insured any person(s) or organization(s) named as an additional insured on a certificate of insurance issued by us or our agent, but only with respect to liability for injury or damage caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

This endorsement does not apply to any "medical director", physician, physician's assistant, surgeon, dentist, psychiatrist, resident, intern, extern, chiropractor, acupuncturist, nurse practitioner, nurse midwife or certified registered nurse anesthetist.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-66, County of Ventura (DeGenna/Nocero)

The County of Ventura, through its Public Health Department, will provide representations at meetings convened by the Oxnard School District (OSD) to review program, will conduct teen pregnancy prevention workshops at identified sites throughout OSD, will provide nursing consultation to OSD staff and collaborative partners, and will facilitate and advocate for the delivery of appropriate services to meet the health needs of the client for the 2021-2022 school year.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-66 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-66, County of Ventura \(2 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING
Public Health Nursing Teen Project

OXNARD SCHOOL DISTRICT

This Agreement ("MOU") is entered into between the County of Ventura and the Oxnard School District.

PURPOSE: The purpose of the MOU is to create and confirm an effective working relationship between the designated party and Oxnard School District. This MOU also provides the means by which the ("Provider") County of Ventura, through its Public Health Department, and the Oxnard School District will maintain a collaborative relationship to ensure inter-agency services to students and family at various elementary schools within the district.

TERM: The term of this MOU shall be August 5, 2021 through June 30, 2022.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by the County of Ventura.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Provider's staff as they meet with families at school sites.
3. Provide family referrals to the provider as appropriate.
4. Outreach Specialists or designated staff will provide information about the provider and offered programs to families as appropriate.
5. Distribute flyers in targeted sites. Flyers shall be supplied by Provider.
6. Distribute documents to families in support of virtual workshops.

B. The Provider agrees to the following:

1. Provide representations at meetings convened by the Oxnard School District to review the program.
2. Conduct "Mothers and Daughters" and or "My Son and I" teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
3. Provide nursing consultation to Oxnard School District staff and collaborative partners.
4. Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
5. Facilitate and advocate for the delivery of appropriate services to meet the health needs of the client.
6. Provide quality assurance activities.

7. Ensure that Provider's licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.
8. Communicate with administration or designee at school sites regarding families referred to any of the programs.
9. Inform appropriate school district staff on changes in schedule or status of virtual or on schools' sites classes.
10. Work with school district staff as needed
11. Hold Oxnard School District harmless from any liability for its activities in connection with this MOU. In addition, Provider will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
12. Provide documentation of liability insurance in which the County of Ventura maintains a self-insured retention (SIR) with the Ventura County Schools Self-Funding Authority. This SIR is good for all county business on school property, including the Oxnard School District.
13. Agrees to follow guidelines and HIPPA compliance.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

County of Ventura:

 6/8/21
Signature

Rigoberto Vargas, Director of Public Health
Typed Name/Title

Date

Oxnard School District:

Signature

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

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement/MOU #21-67 – Interface Children and Family Services
(DeGenna/Nocero)**

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

Term of Agreement: August 18, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-67 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-67, Interface Children & Family Services \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



AGREEMENT/MEMORANDUM OF UNDERSTANDING #21-67

Interface Children & Family Services **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between Interface Children & Family Services (ICFS) and Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective August 18, 2021 through June 30, 2022. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
- B. ICFS agrees to the following:
 - 1. Provide trained staff to deliver youth crisis response services for youth facing homelessness and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.
 - 3. Provide CA BBS registered Associates and/or Licensed mental health professionals to provide individual, group and family counseling to eligible students and families.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health & Trauma Treatment · Domestic Violence & Child Abuse Prevention · Youth Crisis Intervention · Human Trafficking · Reentry Services · 2-1-1 Information & Referral

4001 Mission Oaks Blvd, Suite I · Camarillo, CA 93012-5121 · icfs.org · 805.485.6114



4. Provide outreach and engagement resources via video, text campaign or in-person to school personnel, students and families on trauma and resilience, how to access services, what are evidence-based treatment services, disaster preparedness and recovery, emotional wellbeing, mental health wellness resources and other topics.
5. Provide trained staff to deliver age-appropriate presentations and workshops on topics related to family violence, dating violence and child abuse prevention.
6. Follow Oxnard School District and ICFS procedures concerning client confidentiality.
7. Provide representation at meetings convened by Oxnard School District to review the programs and services.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

Erik Sternad Date
Executive Director
Interface Children & Family Services

Lisa A. Franz
Director, Purchasing
Oxnard School District

Date

Joelle Vessels Date
Director of Mental Health & Trauma Treatment
Interface Children & Family Services

Nicholle Gonzalez-Seitz Date _____
Director Family Violence Intervention Services
Interface Children & Family Services

FY21/22 JV

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health & Trauma Treatment · Domestic Violence & Child Abuse Prevention · Youth Crisis Intervention · Human Trafficking · Reentry Services · 2-1-1 Information & Referral

4001 Mission Oaks Blvd, Suite I • Camarillo, CA 93012-5121 • jcfs.org • 805.485.6114



INTECHI-01

JEFFERYR

DATE (MM/DD/YYYY)

4/7/2021

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 0252636 United Agencies 100 No. 1st Street, Ste. 301 Burbank, CA 91502	CONTACT NAME: Emily Yeung PHONE (A/C, No, Ext): (818) 295-2247 FAX (A/C, No): (818) 295-2201 E-MAIL ADDRESS: emily@ua-insurance.com														
INSURED Interface Children & Family Services 4001 Mission Oaks Blvd. Ste I Camarillo, CA 93012	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B : AMCO Insurance Company</td><td>19100</td></tr><tr><td>INSURER C : CompWest Insurance Company</td><td>12177</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Mutual Insurance Company	23787	INSURER B : AMCO Insurance Company	19100	INSURER C : CompWest Insurance Company	12177	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : CompWest Insurance Company	12177														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ACPGLO3009721575	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ACPBA3009721575	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACPCAA3009721575	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A	WCV5503274	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Liab.			ACPGLO3009721575	4/1/2021	4/1/2022	Each Occurrence 1,000,000
A	Prof. Liab.			ACPGLO3009721575	4/1/2021	4/1/2022	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse or Molestation Liability: \$2,000,000 Each Abusive Conduct Limit; \$4,000,000 Aggregate, Claims made, retro 4/1/2008.

Umbrella Policy includes both Professional Liability and Abusive or Molestation Liability.

Oxnard School District is named as Additional Insured as respects General Liability and Commercial Automobile Liability as respects to the operations of the Named Insured, if required by written contract. The insurance afforded is primary and any insurance available to the additional insureds is non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leri Cadman

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-68 – School on Wheels, Inc. (DeGenna/Nocero)

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2021-2022 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

Term of Agreement: August 5, 2021 – June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-68 with School on Wheels, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-68, School on Wheels \(2 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #21-68

School on Wheels, Inc.
And
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

Oxnard School District and School on Wheels, Inc. will work together in the 2021-2022 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form) will be provided to parents for their approval of sharing this information (see attached). Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

TERM: The term of this MOU shall commence August 5, 2021 through June 30, 2022.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
1. Serve as lead Administrative Agent of all schools.
 2. Provide space to accommodate the School on Wheels, Inc. tutors at designated school sites.
 3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
 4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Have HIPPA Release of Information Form signed by parents to share information.

B. School on Wheels, Inc. agrees to the following:

1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.
2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to tutors.
5. Provide school supplies and backpacks upon request of school site.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
9. All flyers or written information given to parents by School on Wheels must include the following statement, "this event is not sponsored or endorsed by the Oxnard School District."

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

School on Wheels, Inc.:

Signature

Chris Walsh, Regional Coordinator
Name/Title

Date

Oxnard School District:

Signature

Lisa A. Franz, Director, Purchasing
Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203		CONTACT NAME: Elena Ibarra PHONE (A/C, No. Ext): 818. 539. 8671 FAX (A/C, No): 818. 539. 8771 E-MAIL ADDRESS: Elena_Ibarra@ajg.com	
INSURED School On Wheels, Inc P.O. Box 23371 Ventura, CA 93002		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of CA INSURER B: CompWest Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
License#: 0726293 SCHOONW-01		NAIC # 12177	

COVERAGES

CERTIFICATE NUMBER: 1130581991

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2021-43824	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-43824	5/11/2021	5/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 500/\$500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202143824UMB	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	5504357	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2021-43824	5/11/2021	5/11/2022	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Policy: Improper Sexual Conduct Liability

Policy#: 2021-43824

Carrier: Nonprofits' Insurance Alliance of CA

Policy Term: 5/11/2021 To 5/11/2022

Each Claim: \$1,000,000 / Aggregate: \$1,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
1051 South A. Street
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED School On Wheels, Inc P.O. Box 23371 Ventura, CA 93002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Liquor Liability
 Policy#: 2021-43824
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 5/11/2021 To 5/11/2022
 Each Claim: \$1,000,000 / Aggregate: \$1,000,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-69, PDAP of Ventura County Inc. (DeGenna/Nocero)

PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District during the 2021-2022 school year. Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff, and availability of PDAP counseling staff.

Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse, and social skills for seeking positive peers. Brief (20-30 minutes) individual counseling sessions will also be conducted as needed.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$30,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-69 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-69, PDAP of Ventura County Inc. \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

AGREEMENT #21-69

BETWEEN

Palmer Drug and Alcohol Treatment Program (PDAP) of
Ventura County, Inc.
and
Oxnard School District

This agreement is entered into this 4th day of August, 2021 by and between PDAP of Ventura County, Inc. and the Oxnard School District.

PURPOSE: The purpose of the AGREEMENT is to establish and maintain a provision of service relationship between the two parties. PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District.

Individual and group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol use and social skills for seeking positive peers. Brief (25 to 30 minute) individual counseling sessions will also be conducted as needed. These sessions may be provided at the school or through an appropriate online site such as Google Classroom.

TERM: The term of this AGREEMENT shall commence August 5, 2021 – June 30, 2022.

COMPENSATION: The Oxnard School District will cover the cost for the services provided by PDAP for this program at a \$32 per hour rate for up to 4 hours per week in each middle and K-8 school, up to a maximum of \$30,000.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
1. Serve as lead Administrative Agent of all schools.
 2. Provide space to accommodate the PDAP staff member assigned at each school.
 3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.

4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served, including OSD HIPPA Release of Information Form and notice to parents and other family members about respecting the confidentiality of student participation in online services.
6. Arrange for district fingerprinting scans for the two counselors assigned to work directly with students.

B. PDAP agrees to the following:

1. Provide an Addiction Treatment Counselor at all agreed sites and through online contact with students.
2. Work within the timeframe appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District and PDAP procedures concerning client confidentiality.
4. Provide representation at meetings convened by the Oxnard School District to review the program.
5. Be responsible for having all counselors tested for TB at their cost prior to beginning the program. PDAP will be responsible for ensuring that all counselors sent to the school sites have proper clearance to work with children as well as a cleared TB test.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

PDAP of Ventura County, Inc.:

Oxnard School District:

Signature

Ginny Connell, Executive Director
Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing
Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2021

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

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

PRODUCER CalNonprofits Insurance Services 1500 41st Avenue Suite 280 Capitola CA 95010	CONTACT NAME: Myla Wilson PHONE (A/C, No, Ext): 213-401-1064 E-MAIL ADDRESS: certificates@cal-insurance.org	FAX (A/C, No):
INSURED PDAP of Ventura County, Inc. 450 Rosewood Avenue, Suite 215 Camarillo CA 93010	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: State Compensation Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10023 35076

COVERAGES

CERTIFICATE NUMBER: 1018829051

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2020-48980	8/22/2020	8/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	9203857-2021	1/31/2021	1/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse & Molestation			2020-48980	8/22/2020	8/22/2021	Each Occ./Aggregate \$1M / \$2M
A	Professional Liability			2020-48980	8/22/2020	8/22/2021	Each Occ./Aggregate \$1M / \$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard School District is named as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) attached.

CERTIFICATE HOLDER**CANCELLATION**Oxnard School District
1051 South A Street
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-70 - Action Preparedness Training (DeGenna/Nocero)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2021-2022 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

The cost is \$55 per person, total amount not to exceed \$4,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-70 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-70, Action Preparedness Training \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-70

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 5, 2021** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Dr. Jodi Nocero
 Phone: (805) 385.1501 x2161
 Fax: (805) 487.9648

To Consultant: Action Preparedness Training
 951 Woodland Avenue
 Ojai, CA 93023-4156
 Attention: Glenda C. Mahon
 Phone: (805) 340.6333
 Fax: (805) 649.5789

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DR. JODI NOCERO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ACTION PREPAREDNESS TRAINING:

Signature

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

Date

Tax Identification Number: 95-6002318

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-70

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-70

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***SEE ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***SEE ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A.	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-70

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-70

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

**TOTAL FEE NOT TO EXCEED \$4,500.00 (\$50.00 per OSD staff member)

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$4,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-70

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-70

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-70

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-70

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2021-2022

May 25, 2021

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A.) As needed during the 2021-2022 school year,
- B.) Cost (lump sum or hourly/not to exceed-) \$55 per OSD
staff member; not to exceed \$4,500

Glenda Mahon-EMT
Owner

[805] 340-6333



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

02/08/21

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 2/08/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0270279679	From: 04/23/21 to 04/23/22 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Basic/Intermediate EMT			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

General Liability

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 326.00

Base Premium \$326.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (03-15)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Glenda C Mahon

Master Policy #: 188711433

Policy #: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-73, Children's Resource Program/Ventura County Medical Resource Foundation (DeGenna/Nocero)

The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program. Program training will be provided to OSD staff regarding the referral process and services provided by Children's Resource Program, and they will respect and work in conjunction with Oxnard School District's policies and procedures.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

The Oxnard School District will not be charged for the services provided by Children's Resource Program/Ventura County Medical Resource Foundation.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-73 with Children's Resource Program/Ventura County Medical Resource Foundation.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-73, Children's Resource Program-Ventura County Medical Resource Foundation \(2 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

Agreement/Memorandum of Understanding #21-73
Children's Resource Program/Ventura County Medical Resource Foundation

This Memorandum of Understanding (MOU) is entered into by and between the Children's Resource Program/Ventura County Medical Resource Foundation and Oxnard School District.

Purpose: The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or their family's ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

Term: The term of this MOU is effective August 5, 2021 through June 30, 2022.

Compensation: Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resource Foundation.

Description of Services:

A. Oxnard School District agrees to the following:

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialist or designated staff will provide information about the Provider and offer programs to families as appropriate.

B. Children's Resource Program/Ventura County Medical Resource Foundation agrees to the following:

1. Provider will provide documents of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to the following Oxnard School District program guidelines and complies with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resource.
4. Children's Resource Program/Ventura County Medical Resource staff will respect and work in conjunction with the school and district policies and procedures.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorize Approval:

**Children's Resource Program/
Ventura County Medical Resource
Foundation:**

Oxnard School District:

Signature

Signature

Victoria Chandler, President/CEO
Typed Name/Title

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

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

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

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

PRODUCER CHIVAROLI & ASSOCIATES INC 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680		CONTACT NAME: Chivaroli & Associates, Inc. PHONE (A/C, No, Ext): 805-371-3680 FAX (A/C, No): 805-371-3684 E-MAIL ADDRESS:	
INSURED Ventura County Medical Resource Foundation 199 E. Figueroa Street, 2nd Floor Ventura, CA 93001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins. Co. NAIC # 25895 INSURER B: Property & Casualty Ins. Co. of Hartford NAIC # 34960 INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<u>Business Owners' Package</u>	X		NBP1560649	01/03/2021	01/03/2022	MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	X		NBP1560649	01/03/2021	01/03/2022	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		CUP1564598	01/03/2021	01/03/2022	AGGREGATE \$ 1,000,000
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
		N/A		72 WEC AJ6N7P	01/03/2021	01/03/2022	E.L. DISEASE - EA MPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors' & Officers' Liability Employment Practices Liability			NBP1560649 NBP1560649	01/03/2021 01/03/2021	01/03/2021 01/03/2022	Aggregate: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oxnard School District, named additional insured with respects to conduct of insured's operations. Notice of cancellation given 30 days prior, 10 days for nonpayment of premium. Additional Insured Endorsement Applies.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
c/o Lisa Franz
Director of Purchasing
1051 South A Street
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Kate McDonald
AUTHORIZED REPRESENTATIVE

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**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – LIABILITY, C., Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or

When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the “products-completed operations hazard”.

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-74 – Forever Found Inc. (DeGenna/Nocero)

Forever Found Inc. will provide trained facilitators to work in conjunction with Assistant Principals, Counselors, and Outreach Specialists to conduct training on Human Trafficking. Facilitators will meet with students deemed highly vulnerable to, or confirmed as CSEC, for support and intervention during the 2021-2022 school year.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #21-74 with Forever Found Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-74, Forever Found \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #21-74

MEMORANDUM OF UNDERSTANDING

Oxnard School District and Forever Found

This Memorandum of Understanding (MOU) is entered into, by and between Oxnard School District (OSD) and Forever Found.

PURPOSE:

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. Forever Found will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to conduct staff training on Human Trafficking, Word on the Street classes and meet with students for support and intervention who have been confirmed CSEC or display behavior that leads OSD to deem the student highly vulnerable.

LOCATION:

Classes and intervention sessions for youth will be conducted at designated schools only, based on need factor and identification of students. Staff training locations will be left to the discretion of OSD and may be facilitated off OSD school sites.

TERM:

The term of this MOU shall commence August 5, 2021 – June 30, 2022.

COMPENSATION:

OSD will not be charged for the services provided by Forever Found.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Provide space at each school or district location to accommodate the Forever Found facilitators.
2. Refer students to Forever Found according to Forever Found policies and procedures.
3. Utilize and provide the Forever Found approved minor release form for participation prior to students being served by Forever Found outside of the scope of services provided at OSD sites.

B. Forever Found agrees to the following:

1. Provide trained facilitators at all agreed school sites to meet with students deemed highly vulnerable to or confirmed as CSEC for support and intervention.

2. Meet with students during open school campus hours for a duration, time and day agreed upon with the referring approved OSD staff member and Forever Found.
3. Follow OSD HIPPA procedures concerning client confidentiality.
4. When possible and beneficial provide representation at meetings convened by the OSD to review the program and or youth progress.
5. Will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children.
 - a. Secure a live scan at the Oxnard School District
 - b. Secure fingerprinting by OSD's Human Resources Dept. Schedule HR appointment with Roxana Mendoza at (805) 385-1501 x2058, or Anna Gutierrez x2053

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

We the undersigned, as authorized representatives of Oxnard School District and Forever Found do hereby approve this document.

Lisa A.Franz
Director, Purchasing
Oxnard School District

Shannon Sergey, President Forever Found Official	Date
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/21

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

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

PRODUCER BURKHARDT INSURANCE SERVICES, INC 4335 Van Nuys Blvd #266 Sherman Oaks, CA 91403 0548735		CONTACT NAME: Christine Wright PHONE (A/C No. Ext): (818)501-5455 E-MAIL ADDRESS: christine@burkhardtinsurance.net FAX (A/C No.): (818)501-6886	
INSURED Forever Found, Inc. 2321 Tapo Street Unit D Simi Valley, CA 93063		INSURER(S) AFFORDING COVERAGE INSURER A: NonProfits Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		2020-48558	09/01/20	09/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		2020-48558	09/01/20	09/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is added as Additional Insured as respects the operations of the named insured.

CERTIFICATE HOLDER Oxnard School District, Pupil Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Christine Wright</i>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #21-75 – Boys & Girls Clubs of Greater Oxnard and Port Hueneme (DeGenna/Nocero)

Boys and Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) will present and share information about their programs and services at school sites to educate parents on services provided and how to obtain them. Boys and Girls Clubs of Greater Oxnard and Port Hueneme will help parents enroll for the programs provided. Informational bilingual literature will also be provided to parents regarding programs and services offered.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-75 between Oxnard School District and the Boys and Girls Clubs of Greater Oxnard and Port Hueneme.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-75, Boys & Girls Clubs of Greater Oxnard & Port Hueneme \(2 Pages\)](#)
[Certificate of Insurance \(7 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #21-75

Boys & Girls Clubs of Greater Oxnard and Port Hueneme and OXNARD SCHOOL DISTRICT

This Memorandum of understanding entered between Boys & Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between two parties. Boys & Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) will present and share information about their programs and services at school sites to educate parents on services provided by BGCOP and how to obtain them. BGCOP will help parents enroll for the programs provided. Informational bilingual literature will be provided to parents regarding programs and services offered at BGCOP.

TERM: August 5, 2021 through June 30, 2022.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by BGCOP.

Boys and Girls Clubs WILL PROVIDE THE FOLLOWING SERVICES AT THE SCHOOL:

- BGCOP staff will work with Outreach Specialists and counselors to provide information on programs and events.
- BGCOP will provide catalogs and flyers twice a year to provide information to students and parents regarding their programs and services. The flyers and catalogs will be approved through the Superintendent's office for distribution.
- BGCOP will collaborate with outreach specialists and counselors to provide information to parents through parent meetings and PTA meetings.
- BGCOP will respect and work in conjunction with the school sites and District policies and procedures.
- BGCOP staff and the Director of Program Services will maintain ongoing communication with relevant school personnel as needed.
- BGCOP will accept all referrals for Sight for Students from school personnel who deem students eligible for the program. All OSD students who are deemed eligible will be referred to BGCOP director of operations.

- BGCOP will provide documentation of liability insurance with the Oxnard School District listed as additional Insured.

Oxnard school district agrees to the following:

- OSD will Serve as lead administrative agency to all schools.
- OSD will Notify the BGCOP of outreach opportunities.
- OSD will Notify families of available services through existing district information network.
- A contact person such as the Principal, Assistant Principal, Counselor, or Outreach Specialist (under the supervision of site administrator) to whom the staff will be responsible; the first point of contact should always be the principal of the school.

INSURANCE AND HEALTH

- BGCOP accepts liability for any and all costs actually incurred in paying any claims for worker's compensation injury or illness for any staff covered by this agreement. BGCOP staff worker's compensation claims will file such claims directly with BGCOP and its insurance carrier.

TERMINATION: This agreement may be terminated by either party without cause upon 30 days written notice.

Boys & Girls Clubs of
Greater Oxnard and Port Hueneme

Oxnard School District

Signature
Erin Antrim
Chief Executive Officer

Signature
Lisa A. Franz
Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2021

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

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

PRODUCER License # 0757776 Santa Barbara, CA-HUB International Insurance Services Inc. 3585 Maple Street, Suite 152 Ventura, CA 93003	CONTACT NAME: Amy Fisher PHONE (A/C, No, Ext): (805) 683-2571 FAX (A/C, No): E-MAIL ADDRESS: eddie.aguina@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Insurance Company	
NAIC # 18058	
INSURED	
Boys & Girls Club of Greater Oxnard & Pt Hueneme 1900 West 5th Street Oxnard, CA 93030	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Abuse/Misconduct	X		PHPK2257360	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 3,000,000						
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2257360	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB762582	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
	\$						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	Employment Practices			PHSD1552200	6/1/2020	6/1/2021	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District is included as Additional Insured under the General Liability policy as coverage applies when required by written contract per the attached form PI GLD HS 10/11.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 925 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-76 – County of Ventura (DeGenna/Nocero)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

Term of Agreement: August 12, 2021 through June 24, 2022

FISCAL IMPACT:

Not to exceed \$133,552.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #21-76 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-76, County of Ventura \(13 Pages\)](#)
[Exhibit E - Budget Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-76

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 12, 2021 to and including June 24, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thirty-Three Thousand Five Hundred Fifty-two Dollars (\$133,552.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by one party giving sixty (60) days written notice to the other, with or without cause.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

9. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

10. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District

with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

13. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

15. **Non-Discrimination.** Consultant 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.

16. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

17. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

18. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall ensure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: (805) 385-1501 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5444
Fax: (805) 477-5385

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

23. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

24. **Administration.** **DR. JODI NOCERO**, the Director, Pupil Services, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

25. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

26. **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.

27. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

28. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.

29. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

COUNTY OF VENTURA:

Signature

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

Date

Tax Identification Number: 95-6002318

Signature

Michael Powers, County Executive Officer
Typed Name/Title

Date

Tax Identification Number: On File

☐ Not Project Related

☒ Project #21-76

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-76

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

See Exhibit E Attached

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school's SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☒ See Exhibit E attached

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-76

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-76

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

***SEE EXHIBIT E ATTACHED**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$133,552.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-76

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-76

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation.~~ The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-76

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-76

CONFLICT OF INTEREST CHECK

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

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **COUNTY OF VENTURA**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

"EXHIBIT E"

Oxnard School District/CFS Healthy Start Agreement 2021-22

School	Position	Annual Cost	.75 FTE		50% CWS Match	50% OSD Cost
McKinna	121960 CWSW - Sylvia Gonzales Villacana	\$162,175	\$121,631		\$60,816	\$60,816
McKinna	119674 OA - Ana Zapata (formerly Sahagun)	\$85,760	\$64,320		\$32,160	\$32,160
Total Cost	Totals	\$247,935	\$185,951		\$92,976	\$92,976
PSSF (.75 FTE (50% paid by PSSF and 50% split CWS/OSD))		Annual Cost	.75 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Cha'	128088 CWSW - Dafne Aguilar (formerly Jimenez)	\$114,948	\$86,211	\$43,106	\$21,553	\$21,553
Cesar Cha'	117848 OA - Maricela Lopez	\$90,793	\$68,095	\$34,047	\$17,024	\$17,024
	Totals	\$205,741	\$154,306	\$77,153	\$38,576	\$38,576

Supplies for Youth

\$2,000

Total Share of Cost OSD \$133,552

(does not include supervision, equipment, staff supplies, etc.)

Difference from	\$119,396
FY 2020-21 Contract	\$14,156

Notes:

- 1-Project includes two schools: McKinna funded with costs shared .75 FTE by OSD (50%) and CWS (50%) match funds and Cesar Chavez which has been funded with PSSF funds for 50% of .75 FTE with the other 50% of .75 FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
- 3-Annual cost is based on FY 2020-21 salaries and benefits (S&B) for the assigned staff.
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget.
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 20-21).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	75%
Days Available (paid)	195
Paid days include holidays, sick, vacation, training, LOA, etc.	

Contract Term Requested by OSD (August 12, 2021, through June 24, 2022)

Aug	14
Sept	21
Oct	20
Nov	16
Dec	13
Jan	17
Feb	18
Mar	23
Apr	14
May	21
Jun	18
	195
Less Days Available	-195
Days Over Budget	0

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	
	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura
	B:
	C:
	D:
	E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY		Self-Insured	07/01/2021	07/01/2022	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$1,000,000	
		PERSONAL & ADV INJURY				\$1,000,000	
		GENERAL AGGREGATE				\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS – COMP/OP AGG	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>					
A	Workers' Compensation Employers Liability		Self-Insured	07/01/2021	07/01/2022	Workers' Compensation	Statutory
		Employers Liability				\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-77 – Kids & Families Together (DeGenna/Nocero)

This agreement/MOU explains and confirms roles, responsibilities, and collaboration between the Oxnard School District and Kids and Families Together (K&FT). It describes the development and implementation of Community Coalitions focused on Kinship Families; families who are caring for related children and youth. This group is to be known as the “Kinship Community Coalition”.

The agreement/MOU further explains the types of services K&FT will provide school aged children and children ages prenatal to five-year olds and their families. Services are at no cost to the Oxnard School District and no cost for Oxnard School District families.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

No fiscal impact to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-77 with Kids & Families Together.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-77, Kids and Families Together \(3 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Memorandum of Understanding

**Kids & Families Together
And
Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between Kids & Families Together (K&FT) the Oxnard School District.

Purpose: Kids & Families Together (K&FT) to provide education-support services focused on Kinship Families; families who care for related children and youth. This agreement explains and confirms any role and responsibilities and the types of services to be provided as a result of this MOU.

Term: The term of this MOU shall commence August 5, 2021 and shall terminate June 30, 2022.

Description of Services of the Kinship Support Services Program:

The Kinship Support Services Program (KSSP) will provide training/education-support services for kinship/resource families to enhance their understanding, skills and ability for meeting the needs of the kinship/resource caregivers in Ventura County. KSSP will be tasked with identifying countywide unmet needs of kinship/resource caregivers and the children/youth for whom they care for. Identifying and referring kinship/resource families to a Peer Partner & Educator (PPE.) Training/educating kinship/resource caregivers on understanding the Child Welfare System and accessing/utilizing community resources and referrals.

Kids & Families Together (K&FT) agrees to the following:

1. Resource and Referral-outreach to kinship/resource families by way of peer partner and educator, meeting with caregivers at a designated school setting for the purpose of identifying new families that have been underrepresented and underserved.
2. Offer training-education and support services to kinship/resource families that are court and non-court dependent.
3. Facilitate training and network gatherings for kinship/resource caregivers in designated areas as approved by OSD.
4. Attend collaborative meetings with other community partners put on by OSD to explore and expand opportunities for kinship support services.

Oxnard School District:

1. Be involved in the creation of a local network of resources directed at the needs of Kinship Relative Caregivers
2. Compensation: The Oxnard School District will not be charged for the services provided by: Kids & Families Together (K&FT)
3. Facilitate space for support and resource groups for kinship caregivers in designated areas as approved by OSD
4. Invite K&FT to attend collaborative meetings with other community partners put on by OSD to explore and expand opportunities for kinship support services.

Agreements and Responsibilities:

1. Accept appropriate referrals of families who Oxnard School District believes to be in need of the services and resources provided by the Kids & Families Together Kinship Support Services Program (KSSP.)
2. Accept referrals from Kids & Families Together for kinship children / youth that could benefit from the resources and services of the Outreach Resource Specialist and Counselors.
3. Permit Kids & Families Together Kinship to have intermittent or regularly scheduled access to space in designated area for meeting with individual Kinship Caretakers.
4. Permit Kids & Families Together Kinship to coordinate with the Director of Pupil Services the availability and access to space in designated areas in at

- school sites for support and resource group meetings with Kinship Caretakers for regularly scheduled support and resource group meetings.
5. Certificate of Liability Insurance naming the Oxnard School District as an additional assures party for such space utilization purposes.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

Kids & Families Together:

Oxnard School District:

Signature

David Friedlander, CEO
Kids & Families Together

Signature

Lisa A. Franz
Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2020

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

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

PRODUCER Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Pam Ayerle, AINS PHONE (A/C, No, Ext): (805) 585-6769 FAX (A/C, No): (805) 585-6769 E-MAIL ADDRESS: payerle@tolmanandwiker.com																					
INSURED Kids and Families Together 864 E Santa Clara St Ventura CA 93001	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nonprofits' Insurance Alliance of CA</td><td>11384</td></tr><tr><td>INSURER B:</td><td>State Compensation Ins Fund</td><td>35076</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nonprofits' Insurance Alliance of CA	11384	INSURER B:	State Compensation Ins Fund	35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Nonprofits' Insurance Alliance of CA	11384																				
INSURER B:	State Compensation Ins Fund	35076																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 20/21 GL/AU/WC/PROF/**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2020-08245	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2020-08245	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	9059970-20	05/18/2020	05/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2020-08245	07/01/2020	07/01/2021	Each Event: 1,000,000 Aggregate: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form CG20260413. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**Oxnard School District
1051 South A St.

Oxnard

CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-78 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)

Operation School Bell is a philanthropic program of Assistance League of Ventura County designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

Term of Agreement: August 5, 2021 through June 30, 2023

FISCAL IMPACT:

No cost to the Oxnard School District for the services provided.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-78 with Assistance League of Ventura County.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-78, Assistance League - Operation School Bell \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Memorandum of Understanding #21-78

OPERATION SCHOOL BELL® AGREEMENT

This agreement is entered into by Assistance League of Ventura County, hereafter referred to as Assistance League, located at 913 East Santa Clara Street, Ventura, CA 93001 and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Purpose: Operation School Bell is a philanthropic program of Assistance League, designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

Term: The term of this MOU shall commence August 5, 2021 and shall terminate June 30, 2023.

Compensation: The Oxnard School District will not be charged for the services provided by Operation School Bell.

Description of Services:

OBLIGATIONS OF ASSISTANCE LEAGUE

- A. Assistance League shall furnish **either 1.** One Target gift card, toiletry kit, school supply kit, and a storybook **or 2.** Two tops, one sweatshirt, underwear, socks, one gift card for additional school clothing, toiletry kit, school supplies kit and a storybook. Service will be provided to students in need in Oxnard School District until designated program funds are exhausted.
- B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items in paragraph A.
- C. Financial contributions to this program by Assistance League of Ventura County shall be made only as stipulated in the terms of this agreement.
- D. Assistance League shall maintain adequate liability insurance coverage for this program.
- E. Assistance League shall evaluate the program every two years and ask for input from the schools/District.
- F. Operation School Bell shall provide benefits for eligible students in accordance with a schedule established between Operation School Bell and Oxnard School District.

OBLIGATIONS OF OXNARD SCHOOL DISTRICT

- A. Oxnard School District shall provide its own liability insurance.
- B. The District shall appoint a contact person to interface with Assistance League.
- C. School personnel shall screen and schedule prospective recipients.
- D. The district/school shall coordinate with Operation School Bell to transport supplies to the school sites.

PUBLIC RELATIONS

- A. Assistance League shall have prominent identification with Operation School Bell.
- B. Assistance League of Ventura County shall have complete control of all publicity releases, brochures and other written material connected with this program.
- C. Photos and names of recipients shall not be used without written permission of those directly involved.

RENEWAL AND TERMINATION

This agreement shall be renewed every three years. It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving sixty (60) days' written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

SIGNATURES AND DATES

Assistance League of Ventura County

Date: _____

Wendy Eales, President

Date: _____

Karen Harvey, (Recording) Secretary

Date: _____

Kathy Kircher, Operation School Bell Chairman

Oxnard School District

Date: _____

Lisa A. Franz, Director, Purchasing
Oxnard School District

* * *



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2020

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

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

PRODUCER Bettis Insurance Services, Inc PO Box 2816 San Pedro CA 90731-2816	CONTACT NAME: John Bettis	FAX (A/C, No): (310)521-0111	
	PHONE (A/C, No, Ext): (310)521-4480	E-MAIL ADDRESS: jbettis1@bettisins.com	
INSURED Assistance League of Ventura County 913 E. Santa Clara St. Ventura CA 93001-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance of CA (A VIII Rated)		0
	INSURER B: Security National Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation <input checked="" type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2020-34498-NPO	08/02/2020	08/02/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		2020-34498-NPO	08/02/2020	08/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		2020-34498-UMB	08/02/2020	08/02/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	SWC1303365	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard School Districts, all of its board members, employees, agents and volunteers are named as additional insured when required by written contract per form # CG2026 0413

CERTIFICATE HOLDER

CANCELLATION

AI 001993

Oxnard School District
Attn: Acting Supervisor
1051 South "A" Street
Oxnard CA 93030-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-82 – DreamBox Learning Inc. (DeGenna/Prater)

DreamBox Learning Inc. will provide four (4) live 60-minute Professional Development webinars to support Tier II Math intervention during the 2021-2022 school year.

Term of Agreement: August 9, 2021 through January 8, 2022

FISCAL IMPACT:

Not to exceed \$2,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #21-82 with DreamBox Learning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-82, DreamBox Learning Inc. \(5 Pages\)](#)

OSD AGREEMENT #21-82



Master Software and Services Agreement OXNARD

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB062183467

Order Form Valid Until: Aug. 13, 2021

Order Form		
Customer: OXNARD SCHOOL DISTRICT	Service Start Date: 08-09-2021 Service End Date: 01-08-2022	Subscription Period: 5 Months
Customer's Point of Contact: Name: Julie Prater Title: Curriculum Director Phone: (805) 385-1501 x2118 E-Mail: jprater@oxnardsd.org	Customer's Billing Address: Attn: Julie Prater 1051 SOUTH A ST. OXNARD, CA 93030	Agreement Prepared By: Allison Mateus Title: Regional Account Executive Phone: (801) 440-8596 E-Mail: allison.mateus@dreambox.com
Pricing		
Software and Services	Quantity	List Price
Custom Webinar Package Four (4) live 60-minute PD webinars (two webinars per package)	2	\$ 2,000.00
Paid Pilot Webinar Live 60-minute webinar - complimentary with paid pilot	1	\$ 0.00
Subtotal:		\$2,000.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$ 0.00
Total:		\$2,000.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> 5 <i>Total Fees:</i> \$2,000.00	\$2,000.00	8/9/2021	8/9/2021

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than \$8,000.00**, please [click here](#). Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.
 Bridge Bank
 Routing #: 121143260
 Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC

CUSTOMER: OXNARD SCHOOL DISTRICT

Signature: 

Signature: _____

Name: Lance Ludman

Name: Lisa A. Franz

Title: Chief Financial Officer

Title: Director, Purchasing

Date: _____

Date: _____

TERMS AND CONDITIONS

DreamBox Learning, Inc. ("**DreamBox Learning**") offers software products and services that provide personalized math instruction in an engaging environment for students. DreamBox Learning provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. DreamBox Learning's software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the "**Agreement**"). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form ("**you**" or "**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the "**Software and Services**"). This Agreement comprises the attached order form (the "**Order Form**") and these terms and conditions (the "**Terms and Conditions**"), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 Access. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the "**Software**") and the services provided by DreamBox Learning to you in connection therewith (the "**Services**"). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the "**Customer Account**"). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 Updates; Enhancements. At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, "**Updates**"). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer's access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning's reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 License. Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 Protections Against Unauthorized Use. You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning's advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 End Users' Compliance with Website Terms of Use. You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning's Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 Reservation of Rights. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning's confidential and proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

3. SERVICES

3.1 Delivery. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

3.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 Term. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the “Term”). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 Subscription Period. The “Subscription Period” will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods “Renewal Period”.

4.3 Termination without Cause. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 Termination or Suspension for Cause. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time (“FERPA”), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA (“PII”), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning’s computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning’s privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian.

6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed

given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

8. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-83, Ventura County Public Health (DeGenna/Nocero)

Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as VCPH staffing and program resources permit for the 2021-2022 school year.

Term of Agreement: August 5, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-83 with Ventura County Public Health.

ADDITIONAL MATERIALS:

Attached: [Agreement Letter #21-83, Ventura County Public Health \(1 Page\)](#)



Rigoberto Vargas, MPH
Director

A Department of Ventura County Health Care Agency

Robert Levin, MD
Health Officer/Medical Director

June 29, 2021

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Letter of Agreement with the Oxnard School District (OSD).

This letter of agreement confirms that Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to ensure and confirm an effective and collaborative working relationship between VCPH and OSD. The services outlined below are provided at no charge to either party.

The following on-site and/or virtual education services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and Chronic Disease Prevention Program (CDPP) staff to students, parents and residents, as mutually agreed upon by both parties:

- Nutrition Education Workshops
- Recipe and Cooking Demonstrations
- Physical Activity Demonstrations and Materials
- Garden Based Nutrition Education Workshops and Food Demonstrations
- Technical Assistance to Initiate Parent Walking Clubs (virtual walking clubs only, at this time)
- Technical Assistance and Training to Establish School Gardens
- Get Fit Zumba® Classes for Adults (in compliance with COVID-19 guidance)
- Active Living with Chronic Conditions (English/Spanish)
- Active Living with Type 2 Diabetes (English/Spanish)

Oxnard School District will be responsible for the overall management, operations and safety in OSD facilities, including janitorial related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above offered to OSD students, parents, and area residents.

This Agreement will be effective from August 5, 2021 to June 30, 2022. The Agreement will be renewed annually with expressed written notice from both parties.

This Agreement may only be amended in writing by the authorized signatory representative from each party.

If you have any questions regarding this agreement, please contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,

 6/30/21
Rigoberto Vargas, MPH
Public Health Director

Liza A. Franz
Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-84 – The Coalition for Family Harmony (DeGenna/Nocero)

The Coalition for Family Harmony will provide education groups on dating violence prevention to identified students at the Intermediate Schools. Resources and referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families.

Term of Agreement: August 5, 2021 – June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-84 with The Coalition for Family Harmony.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-84, The Coalition for Family Harmony \(2 Pages\)](#)
[Certificate of Insurance \(6 Pages\)](#)

OSD AGREEMENT #21-84
The Coalition for Family Harmony
and
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the schools for K - 8th grade girls and Bystander Groups for K - 8th grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week/1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through Coalition for Family Harmony, students may be seen on school campuses.

TERM: The term of this MOU shall commence August 5, 2021 - June 30, 2022.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by The Coalition for Family Harmony for this program.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

B. Coalition for Family Harmony agrees to the following:

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site assistant principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.
5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator, Outreach Specialists and School Counselors.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

THE COALITION FOR FAMILY HARMONY:

OXNARD SCHOOL DISTRICT:

Signature

Caroline Prijatel-Sutton, Psy.D,
Executive Director

Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing

Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2021

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		CONTACT NAME: Joselyn Lara PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: jlara@pomsassoc.com FAX (A/C, No): (818) 449-9321	
INSURED Coalition for Family Harmony 1030 N. Ventura Road Oxnard CA 93030		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co INSURER B: Service American Indemnity Company INSURER C: Landmark American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC #	
		26832	
		39152	
		33138	

COVERAGES

CERTIFICATE NUMBER: 21-22 PKG/AUTO/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PAC324676701	11/18/2020	11/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual or Phys Abuse or \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP324676801	11/18/2020	11/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SATIS0406500	02/02/2021	02/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			LHM781806	04/07/2021	04/07/2022	EACH CLAIM 1,000,000 AGGREGATE 3,000,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard School District is Included as Additional Insured as interests may appear. Additional Insured Endorsement per attached.

CERTIFICATE HOLDER

Oxnard School District 1051 S. A Street Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or

- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and

- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-85 – Clinicas Del Camino Real Inc. (DeGenna/Nocero)

Clinicas Del Camino Real Inc. will provide dental preventative services to students in grades TK-8th in the Oxnard School District. Oxnard School District may refer students and their families to Clinicas Del Camino Real Inc. for services including, but not limited to, dental care.

Term of Agreement: August 5, 2021 – June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-85 with Clinicas Del Camino Real Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-85, Clinicas Del Camino Real Inc. \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



**Memorandum of Agreement Between
Oxnard School District and Clinicas Del Camino Real, Incorporated**

Clinicas Del Camino Real, Incorporated, (Clinicas) would like to provide dental preventative services at Oxnard School District (OSD) for students in the TK-8th grades in the Oxnard School District. OSD may refer students and their families to Clinicas for services including but not limited to dental care. The staff at Clinicas is committed to providing students the best possible service. Our goal is to establish a seamless system of services so that all OSD students and their families have easy access to all providers of care.

Oxnard School District will:

1. Allow Clinicas to set up a mobile clinic on mutually pre-approved "Screening Days" to provide dental screenings and apply fluoride treatment for any student participating in TK- 8th grades in the Oxnard School District and who choose to participate at no cost to the patient
2. Provide adequate space for the mobile unit to park on screening date
3. Cooperate with Clinicas staff in obtaining a signed Informed Consent Form from participating children before screening day(s)
4. Cooperate with Clinicas staff in scheduling the order of participants to be seen on the screening day(s)
5. Cooperate with Clinicas staff to provide any further contact information needed in order for Clinicas staff to reach out to patients who need follow up care after dental assessment on screening day(s)
6. Schedule fingerprinting for Clinicas staff working directly with students and notifying Clinicas when employees are cleared.

Clinicas will:

1. Provide a mobile clinic, a dentist and support staff to complete dental screenings and fluoride application treatments on the mutually pre-approved "Screening Day(s)"
2. Provide a dentist who meets the identification requirements for public schools, and is approved by the site administrator
3. Provide follow up care to any participant whose assessment indicates need
4. Refer all staff working directly with students to the OSD Human Resources Department to be scheduled for fingerprinting.

Other Terms and Conditions

1. Term. This MOU is effective for a one-year period effective August 5, 2021 - June 30, 2022. Either party may terminate this MOU with thirty (30) days written advance notice of termination to the other party.
2. Payment. Provider is responsible for billing and collecting payment for its Services from Student's third party payor(s), parent(s) or guardian(s), as applicable. **District will not pay Provider for its Services.**
3. Insurance. Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider's expense.
4. Indemnification. Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
5. Compliance with Law and District Policy. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services,

Including Dental Team background check requirements, before the beginning of each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

- 6. COVID-19 Service Restriction, Due to the global pandemic, services may be cancelled, limited, or postponed until all parties are available to participate and agree on implementation of adequate safety practices to limit and prevent transmission.

Oxnard School District accepts this agreement:

Signature

Date

Lisa A. Franz, Director, Purchasing

Title

Clinicas del Camino Real, Incorporated accepts this agreement:

DocuSigned by:


Gagan Pawar, M.D. Interim Chief Executive Officer

6/30/2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2020

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

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

PRODUCER Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Roclo Ceja PHONE (A/C, No, Ext): (805) 585-6129 FAX (A/C, No): (805) 585-6129 E-MAIL ADDRESS: rceja@tolmanandwiker.com													
INSURED Clinicas Del Camino Real, Inc. P.O. Box 4566 Ventura CA 93007		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Hanover American Ins Co</td><td>NAIC # 36064</td></tr><tr><td>INSURER B: Allmerica Financial Benefit</td><td>41840</td></tr><tr><td>INSURER C: Hanover Ins Co</td><td>22202</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Hanover American Ins Co	NAIC # 36064	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hanover Ins Co	22202	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Allmerica Financial Benefit	41840														
INSURER C: Hanover Ins Co	22202														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL/AU/UMB/SM **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ZZ3-D018190-04	08/22/2020	08/22/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPO/OP AGG \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW3-D018225-04	08/22/2020	08/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UH3-D018191-04	08/22/2020	08/22/2021	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$						
	DED RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Physical Abuse, Sexual Misconduct, or Molestation			ZZ3-D018190-04	08/22/2020	08/22/2021	Aggregate: \$3,000,000 Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: Oxnard School District is Additional Insured as respects to operations of the Named Insured per form 42120150815. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER

Oxnard School District 1051 South A Street Oxnard CA 93030
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #21-87 – Priority Nutrition Care LLC (Quinto/Lugotoff)

Based on established American Dietetic Association competencies, Oxnard School District will provide Priority Nutrition Care LLC interns with access to appropriate resources for education including: access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum.

Term of Agreement: August 17, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-87 with Priority Nutrition Care LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-87, Priority Nutrition Care LLC \(7 Pages\)](#)

OSD AGREEMENT #21-87



PRIORITY NUTRITION CARE LLC

AFFILIATION AGREEMENT

This Agreement is entered into by and between **PRIORITY NUTRITION CARE LLC**, located in Hingham, MA ("**THE SPONSOR**"), which provides a program of supervised practice in the area of Nutrition and Dietetics ("**THE INTERNSHIP PROGRAM**") and **OXNARD SCHOOL DISTRICT** located in Oxnard, CA ("**THE AFFILIATED INSTITUTION**"). **THE SPONSOR and AFFILIATED INSTITUTION** hereby agree as follows:

1. PURPOSE.

The purpose of this Agreement is to allow DIETETIC INTERNS from THE INTERNSHIP PROGRAM to use the facilities of THE AFFILIATED INSTITUTION to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience (supervised practice). It is agreed by the parties that a program of supervised experiential education (the "Program") shall be conducted for DIETETIC INTERNS of THE INTERNSHIP PROGRAM under the following terms and conditions:

2. AFFILIATED INSTITUTION OBLIGATIONS:

- 2.1 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE INTERNSHIP PROGRAM.
- 2.2 Retain responsibility for information given to the DIETETIC INTERNS.
- 2.3 Arrange to provide emergency health care for DIETETIC INTERNS for any illness or injury while on the AFFILIATED INSTITUTION'S premises at the closest emergency room (if necessary) and, only with the Intern's consent, notify the Program of any care given to the Intern. Costs incurred shall be responsibility of the DIETETIC INTERN.

2.4 Consult with THE INTERNSHIP PROGRAM in the event a DIETETIC INTERN's behavior or skills indicate a problem. THE AFFILIATED INSTITUTION reserves the right to require that a DIETETIC INTERN be terminated from assignment for cause at THE AFFILIATED INSTITUTION. Moreover, THE AFFILIATED INSTITUTION reserves the right to require any DIETETIC INTERN to immediately leave THE AFFILIATED INSTITUTION's premises if THE AFFILIATED INSTITUTION determines in its discretion that the continued presence of such DIETETIC INTERN on THE AFFILIATED INSTITUTION's premises threatens patients, residents, clients, staff, visitors or the policies of THE AFFILIATED INSTITUTION. THE AFFILIATED INSTITUTION will immediately notify THE INTERNSHIP PROGRAM of such an occurrence.

2.5 Reserve the right to limit the number of DIETETIC INTERNS accepted for experience in a specific area. The number of DIETETIC INTERNS who can be accepted for the Program for any given period of time shall be determined by THE AFFILIATED INSTITUTION and will be dependent upon its philosophy, available space, DIETETIC INTERN or client population, and qualified staff. The experience period will be the amount of time agreed upon in advance by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

2.6 Provide an orientation to the DIETETIC INTERN(S) assigned to THE AFFILIATED INSTITUTION, including instruction on the relevant policies and procedures of THE AFFILIATED INSTITUTION, including the department to which the DIETETIC INTERN is assigned. THE AFFILIATED INSTITUTION further agrees to provide the same information, training, and protection to the DIETETIC INTERNS in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

2.7 THE AFFILIATED INSTITUTION shall not offer full-time employment to any DIETETIC INTERN currently enrolled in THE INTERNSHIP PROGRAM pursuant to this Agreement if such employment would materially interfere with or terminate the DIETETIC INTERN's enrollment in THE INTERNSHIP PROGRAM unless consented to by THE INTERNSHIP PROGRAM in writing, which consent shall not be unreasonably withheld.

2.8 Give the DIETETIC INTERNS appropriate and timely evaluation and feedback concerning their achievement, and provide THE INTERNSHIP PROGRAM with timely reports of such evaluations, typically at the midpoint and end of a rotation or at the end of a rotation.

2.9 Carry and maintain Professional Liability Insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate, covering the services to be rendered by Preceptors under this agreement.

3. PRIORITY NUTRITION CARE'S OBLIGATIONS:

3.1 Be fully approved/licensed or accredited and, upon request, to submit proof to THE AFFILIATED INSTITUTION of said accreditation, and to maintain this accreditation throughout the term of the Agreement.

3.2 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been adequately prepared for a rotation in the assigned area. THE INTERNSHIP PROGRAM shall inform THE AFFILIATED INSTITUTION of the level of training the DIETETIC INTERNS have received prior to this placement.

3.3 Furnish THE AFFILIATED INSTITUTION with current information about its curriculum, competencies (CRDs) and learning activities prior to the start of each DIETETIC INTERN's supervised practice experience.

3.4 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been instructed to act in a professional manner and to conform to the rules and regulations of THE AFFILIATED INSTITUTION, and who have agreed to do so.

3.5 Require its DIETETIC INTERNS to maintain professional liability insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate.

3.6 Warrant and represent that each DIETETIC INTERN conforms to the health status standards set forth by THE AFFILIATED INSTITUTION, including all immunizations required by THE AFFILIATED INSTITUTION and which health status standards have been provided to THE SPONSOR in advance of each DIETETIC INTERN's rotation at THE AFFILIATED INSTITUTION.

3.7 Notify the liaison person at THE AFFILIATED INSTITUTION of any known communicable disease contracted by a DIETETIC INTERN up to three (3) weeks after the supervised practice experience has ended.

3.8 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's confidentiality and privacy requirements.

3.8.1 Instruct each DIETETIC INTERN to respect and preserve the confidential nature of THE AFFILIATED INSTITUTION's confidential or proprietary information that is not known to the public. THE INTERNSHIP PROGRAM will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to THE AFFILIATED INSTITUTION, its patients, its clients, its staff or its programs without first obtaining review by and written approval of THE AFFILIATED INSTITUTION. No records of THE AFFILIATED INSTITUTION, including but not limited to patient, financial, or other proprietary business records, shall be removed from the premises by any DIETETIC INTERN under any circumstances. All such records shall be and remain the sole property of THE AFFILIATED INSTITUTION.

3.9 Recognize, where applicable, that THE AFFILIATED INSTITUTION, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by THE AFFILIATED INSTITUTION ("PHI"). THE INTERNSHIP PROGRAM agrees to assist THE AFFILIATED INSTITUTION to comply with, and will ensure that the DIETETIC INTERN comply with and assist THE AFFILIATED INSTITUTION to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. THE INTERNSHIP PROGRAM shall ensure that the DIETETIC INTERN use appropriate safeguards to

prevent use or disclosure of PHI except as authorized hereunder, and to notify THE AFFILIATED INSTITUTION of any such unauthorized use or disclosure promptly upon becoming aware thereof. THE INTERNSHIP PROGRAM shall ensure that each DIETETIC INTERN agrees to abide by all policies and procedures implemented by THE AFFILIATED INSTITUTION to ensure its compliance with the HIPAA Regulations, and that each DIETETIC INTERN complies with THE AFFILIATED INSTITUTION and THE AFFILIATED INSTITUTION's medical staff policies and procedures regarding patient privacy and confidentiality.

3.10 Withdraw any DIETETIC INTERN from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

3.11 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's policy that DIETETIC INTERNS wear identification badges as requested by THE AFFILIATED INSTITUTION. To instruct the DIETETIC INTERNS in regard to proper dress code expected of them by THE AFFILIATED INSTITUTION.

3.12 Limit use of the name of THE AFFILIATED INSTITUTION to brochures and publications that list affiliations of THE INTERNSHIP PROGRAM when describing THE INTERNSHIP PROGRAM's programs, and to obtain prior written consent for all other written references to THE AFFILIATED INSTITUTION.

3.13 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE AFFILIATED INSTITUTION.

3.14 Inform DIETETIC INTERNS that they shall at all times abide by the policies and procedures established and communicated by THE AFFILIATED INSTITUTION.

3.15 Warrant and represent that each DIETETIC INTERN has current health insurance coverage, which shall remain in effect throughout their assignment to THE AFFILIATED INSTITUTION.

3.16 Ensure that each Dietetic Intern complies with AFFILIATED INSTITUTION's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f).

3.17 Represent and covenant that it will comply with all applicable federal and state statutes and regulations, and THE AFFILIATED INSTITUTION's commitment to conduct its business in compliance with THE AFFILIATED INSTITUTION's ethical standards and business policies, as communicated to THE INTERNSHIP PROGRAM by THE AFFILIATED INSTITUTION.

3.18 Perform a criminal background check and drug and substance screen of each DIETETIC INTERN assigned to THE AFFILIATED INSTITUTION and review the results of said background check and screen prior the start of the DIETETIC INTERN's Program.

4. JOINT OBLIGATIONS. Both THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION

agree as follows:

4.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between THE SPONSOR, THE INTERNSHIP PROGRAM, THE AFFILIATED INSTITUTION and the DIETETIC INTERN, but is rather an Agreement by, and between, independent contractors. THE INTERNSHIP PROGRAM and its DIETETIC INTERNS shall not be entitled to reimbursement of any kind or nature for any services provided to employees of THE AFFILIATED INSTITUTION.

4.2 The DIETETIC INTERNS of THE INTERNSHIP PROGRAM are not employees of THE AFFILIATED INSTITUTION. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by THE AFFILIATED INSTITUTION for their services nor shall they be eligible for any so-called employee benefits provided by THE AFFILIATED INSTITUTION to its employees.

4.3 The Affiliated Institution and the Internship Program acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission generally must be obtained before THE INTERNSHIP PROGRAM may release any specific student data to any other party.

4.4 Not to discriminate unlawfully on the basis of race, sex, color, creed, national origin, sexual orientation, religion, handicap, age or disability.

5. TERM AND TERMINATION.

The term (the "Term") of this Agreement shall commence on the signing date of the final signature on page 7 of this Agreement and extend until terminated by either party upon at least thirty (30) days prior written notice, provided that the termination of this Agreement will not impair the completion of the assignment of any DIETETIC INTERN then assigned to THE AFFILIATED INSTITUTION.

6. NOTICES; CONTACTS.

All notices permitted or required hereunder may be sent by regular mail, email or by facsimile to the addresses noted below, and the parties shall contact each other to discuss important issues at the telephone numbers listed below.

If to THE SPONSOR:

Priority Nutrition Care LLC

P.O. Box 148

Hingham, MA 02043

Internship@PriorityNutritionCare.com

781-264-6877

Attention: Chief Executive Officer

If to THE AFFILIATED INSTITUTION: (Please complete)

Name of Institution: Oxnard School District

Address: 1051 So. A Street

City, State, Zip: Oxnard, CA 93030

Email: slugotoff@oxnardsd.org

Telephone: 805-385-1510 x2435

Attention: Suzanne Lugotoff

Either party may change the address for notice by notifying the other party, in writing, of the new address.

7. MISCELLANEOUS.

7.1. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2. **Governing Law.** This Agreement shall be construed under, and governed in accordance with, the laws of the state in which the AFFILIATED INSTITUTION is located. The invalidity or unenforceability of any provision herein shall not affect the validity of enforceability of any other provision.

7.3. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that the Parties may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the assigning Party or is under common control with the assigning Party, or buys all or substantially all of the assets of the assigning Party, without obtaining the prior written consent of the non-assigning Party.

7.4. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between

the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may be amended only in writing and signed by an authorized representative of each party.

7.6 Invalidity of Particular Provisions. If any term or provision of this Agreement, or any application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.

7.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies by any official of the parties specifically authorized and each duplicate copy shall be deemed an original but both duplicate originals shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf. The individuals who sign this Agreement on behalf of THE AFFILIATED INSTITUTION and THE SPONSOR below are duly authorized to execute this Agreement on behalf of the respective entities.

THE AFFILIATED INSTITUTION

By: Lisa A. Franz

Date

Title: Director, Purchasing

THE SPONSOR



12/10/2020

By: Anne S. Manion MBA, RD, LDN

Date

Title: Chief Executive Officer

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-89 – California School Management Group (Aguilera-Fort/Mitchell)

California School Management Group (CSM) will serve as the Oxnard School District's point of contact with Universal Service Administration Company (USAC), the FCC, and any other governmental agency or service provider that is necessary to facilitate the District's participation in the Emergency Connectivity Fund program.

Term of agreement: August 5, 2021-June 30, 2022

FISCAL IMPACT:

4% of ECF Program application submitted, not to exceed \$20,000.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the District Superintendent that the Board of Trustees approve Agreement #21-89 with California School Management Group.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-89, California School Management Group \(3 Pages\)](#)



**ADDITIONAL COMPLIANCE SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM - \$7.17
BILLION**

This request for Additional Compliance Services is pursuant to the existing Contract for E-Rate Compliance Services CSM Consulting, Inc. ("Consultant") and **Oxnard School District** ("District").

WHEREAS, the Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students, school staff, and library patrons, who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic.

The District desires that the Consultant utilize the established filing and reporting guidelines to assist the District in creating the required forms and applications to be reimbursed for eligible costs as outlined in the FCC Report and Order FCC 21-58 related to the ECF.

The Consultant shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program. Additional Compliance Services provided to include the following:

Assist and coordinate the preparation and filing of FCC ECF forms.

Assist and coordinate the preparation and filing of:

- Item 21 (or applicable) Attachments
- Invoicing and Reimbursement forms and documentation
- Service Provider Identification Number (SPIN) Change Requests (if applicable)
- Service Substitution Requests
- ECF Program Certifications
- Program Integrity Assurance (if applicable)
- Payment Quality Assurance requests (if applicable)

Act as District's main point of contact with the Universal Service Administrative Company, the FCC, and any other governmental agency or service provider that is necessary to assist the District participate in the ECF.

Assist District on ECF Program compliance including updates on rule or regulatory changes.

The District will provide the Consultant with appropriate supporting documentation in a timely manner in order to ensure that established FCC timelines may be met.

The cost for services rendered regarding the ECF Program application process, as referred to above, will be invoiced and due to the Consultant as follows:

An annual amount equal to **4%** of ECF Program applications submitted during the Term of this Agreement, not to exceed a total amount of **\$20,000**.

Invoices for the service will be provided to the District upon notification of funding decision.

If applicable, the parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of these Additional Services.

If the District would like us to proceed with this service, please sign and return this acceptance letter and return to us at your earliest convenience. Please feel free to email a signed copy to our Contracts Department at contracts@csmccentral.com.

Sincerely,



David Cichella

Please sign and date below if the District chooses to engage CSM to provide the additional compliance services listed above:

District Representative Signature

Date

Print Name Here: Lisa A. Franz, Director, Purchasing

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 4th day of August, 2021 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Oxnard School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect through June 30, 2024.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) Emergency Connectivity Fund Program (“ECF”).

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 ECF 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.

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: Lisa A. Franz

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-24 – Haynes Education Center (DeGenna/Jefferson)

At the Board Meeting of June 24, 2021, the Board of Trustees approved Agreement #20-24 with Haynes Education Center, in the amount of \$154,000.00, to provide support services for the Special Education Department during the 2020-2021 academic school year.

Amendment #1, in the amount of \$75,000.00, increases the number of students referred for support services through the remainder of the 2020-2021 academic school year, for a revised total agreement amount of \$229,000.00.

FISCAL IMPACT:

\$75,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-24 with Haynes Education Center.

ADDITIONAL MATERIALS:

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

[Agreement #20-24, Haynes Education Center \(16 Pages\)](#)

**Amendment #1 to Agreement #20-24 with
Haynes Education Center
August 4, 2021**

At the Board Meeting of June 24, 2021, the Board of Trustees approved Agreement #20-24 with Haynes Education Center, in the amount of \$154,000.00, to provide support services for the Special Education Department during the 2020-2021 academic school year.

Amendment #1, in the amount of \$75,000.00, increases the number of students referred for support services through the remainder of the 2020-2021 academic school year, for a revised total agreement amount of \$229,000.00.

HAYNES EDUCATION CENTER:

By: _____
Daniel Maydeck

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #20-24

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 24th day of June 2020 by and between the Oxnard School District ("District") and Haynes Education Center & S.T.A.R Academy ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2020 through June 30, 2021 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,


Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it ☐ does ☒ does not qualify as a "designated employee".

 (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

 (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.


20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or ~~any of its officers,~~ agents, employees, and/or volunteers.

 (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Anabolena DeGenna
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Haynes Education Center & S.T.A.R. Academy
2120 Foothill Blvd., Suite 205
La Verne, CA 91750
Attention: Jonas Maceda
Phone: 909.833.7187
Fax: 909.992.3018

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** Dr. Anabolena DeGenna shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **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.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

6-25-2020
Date

Tax Identification Number: 95-6002318

**HAYNES EDUCATION CENTER &
S.T.A.R. ACADEMY:**

[Signature]
Signature

DANIEL MAYDECK, CEO/PRESIDENT
Typed Name/Title

6/5/2020
Date

Tax Identification Number: 95-1506150

- ☐ Not Project Related
☒ Project #19-33

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL & RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL & RATE SHEET**

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- ☒ None.
☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- ☒ None.
☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above.

- ☐ Not Project Related
☒ Project #19-33

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$154,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #19-33

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related
☒ Project #19-33

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: 6-25-2020
By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing



HAYNES

EDUCATION CENTER
1515 S. B. STREET

Haynes Family of Programs – S.T.A.R. Academy **Proposal/Scope of Services 2020-2021**

Company/Provider:	Haynes Family of Programs Inc.
DBA:	S.T.A.R. Academy (NPA)
Address (<u>Mailing</u>):	PO Box 400 W. Baseline Road, La Verne, CA 91750
Address (Physical):	233 W. Baseline Road, La Verne, CA 91750 Contact
Person:	Jonas Maceda, Director, S.T.A.R. Academy
Contract Signatory:	Daniel Maydeck, CEO/President
Phone:	(909) 667-2107 – Jonas / (909)593-2581 ext. 223 - Daniel
Fax:	(909) 992-3018
E-mail:	jmaceda@leroyhaynes.org / dmaydeck@leroyhaynes.org
Website:	www.leroyhaynes.org

1. Brief description (a paragraph) regarding the types of services your company can provide to students.

Haynes Family of Programs Inc. has over 75 years experience developing and implementing successful year-round educational services throughout California. Our company is state certified as a Non-Public Agency (NPA) and a Non-Public School (NPS). We provide individualized Educational Support Services for students with special needs from grades K-12 or ages 5-22. We offer and provide the following services.

Compensatory Services:

- Supplemental Academic Support (SAS) / Academic Tutoring
- Transition Services
- Language and Speech (LAS) Services
- Occupational Therapy (OT) Services
- Educationally Related Intensive Counseling Services (ERICS)

IEP-Based Services & Assessments:

- See attached Rate Sheet 2020-2021

2. Cost(s) associated with your program (hourly rate): See the attached Rate Sheet 20-21
3. Location of services: Student's home or the local library — parent's choice.
4. Schedule of services: Afternoons, evenings, or weekends. This is the parent's choice.

Haynes Family of Programs - S.T.A.R. Academy

Rate Sheet 2020-2021

All services are provided by fully credentialed and/or licensed professionals

Compensatory Services*	Rate
Supplemental Academic Services (SAS) or Transition Services	\$85 Per Hour
Occupational Therapy	\$165 Per Hour
Language and Speech Services (LAS)/Therapy	\$165 Per Hour
ERICS – ERHMS Counseling	
Parent Training	\$120 Per Hour
Educational Counseling (1:1)	\$100 Per Hour
Orientation and Mobility Instruction, Visual Impairment or Deaf and Hard of Hearing Services	\$100 Per Hour

***School District and Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized compensatory service/contracted hours. SSR reports will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services billed as "Final Session/SSR."**

IEP-Based Services**	Rate
Home Instruction/Resource Specialist Program (RSP) Services	
SAI – Direct Service (5 or more hours per week)	\$120 Per Hour
SAI-RSP – Direct Service (Less than 5 hours per week)	\$120 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$120 Per Hour
Occupational Therapy (OT)	\$165 Per Hour
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
Language and Speech Services/Therapy (LAS)	\$165 Per Hour
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
ERICS – ERHMS Counseling	\$120 Per Hour
ERICS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$120 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Behavior Services – School/Home/Community Based Services**	Rate
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$130 Per Hour
Consultation with IEP Team/Parent	\$130 Per Hour
Program Development/Training	\$130 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$85 Per Hour
Transportation	\$85 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programing)	\$130 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Staff Training – Behavior	Rate
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

Assessments	Rate
Occupational Therapy Assessment	\$1850 Per student
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$1850 Per student
Language and Speech Assessment	\$1850 Per student
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$1850 Per student
ERHMS Assessment	\$1850 Per student
Functional Behavioral Assessment – One Location (School or Home)	\$1850 Per student
Functional Behavioral Assessment – Two Locations (School & Home)	\$2050 Per student
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2050 Per student
Transition Assessment	\$1700 Per student
Triennial Assessment - OT and LAS or Comprehensive Academic Assessment	\$875 Per student

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-53 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement # 20-53 with Auditory Processing Center of Pasadena, in the amount of \$5,000.00, to provide central auditory processing evaluations for the Special Education Services Department during the 2020-2021 academic year.

Amendment #1 in the amount of \$2,000.00, is needed to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$7,000.00.

FISCAL IMPACT:

Not to exceed \$2,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-53 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

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

[Agreement #20-53, Auditory Processing Center of Pasadena \(14 Pages\)](#)

**Amendment #1 to Agreement #20-53 with
Auditory Processing Center of Pasadena
August 4, 2021**

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement # 20-53 with Auditory Processing Center of Pasadena, in the amount of \$5,000.00, to provide central auditory processing evaluations for the Special Education Services Department during the 2020-2021 academic year.

Amendment #1 in the amount of \$2,000.00, is needed to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$7,000.00.

AUDITORY PROCESSING CENTER OF PASADENA:

By: _____
Dr. Bea Braun

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #20-53

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020 by and between the Oxnard School District ("District") and Auditory Processing Center of Pasadena ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 20, 2020 through June 30, 2021 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Five Thousand Dollars (\$5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it ☐ does ☒ does not qualify as a "designated employee".

BB (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

BB (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

BB (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.


20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

 (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Auditory Processing Center of Pasadena
22110 Clarendon Street, Suite 102
Woodland Hills, CA 91367
Attention: Dr. Beatrice Braun
Phone: 626.793.8711
Email: apcpasadena@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DANIELLE EDWARDS** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

8-21-2020
Date

Tax Identification Number: 95-6002318

**AUDITORY PROCESSING CENTER OF
PASADENA:**

Bea Braun
Signature

Bea Braun, Audiologist/
Typed Name/Title

8-16-20
Date

Tax Identification Number: 20-5906695

- ☐ Not Project Related
☒ Project #20-53

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL/RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL/RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- ☒ None.
☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- ☒ None.
☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #20-53

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

☐ Not Project Related

☒ Project #20-53

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~

~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

☐ Not Project Related

☒ Project #20-53

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #20-53

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: 8-21-2020

By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing



AUDITORY PROCESSING CENTER
(WOODLAND HILLS-PASADENA-SANTA BARBARA)

Bea Braun, Au.D., F-AAA
Educational Audiologist

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

2-20-20

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$695.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, retesting upon completion of the program and providing a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training yourself. I then charge \$400 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone at a \$250 flat fee for the first hour, and \$250 per hour after the first hour.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Amendment #1 to Agreement #20-97 – Jo Boaler (DeGenna/Prater)

At the Board Meeting of November 4, 2020, the Board of Trustees approved Agreement #20-97 with Joanne Boaler, in the amount of \$20,000.00, to provide TK-8 Mathematics Professional Development for Oxnard School District teachers during the 2020-2021 academic year.

Amendment #1 in the amount of \$20,000.00, is required to correct a math/clerical error in the original agreement. The correct verbiage should read “Provide four (4) two-hour sessions at the rate of \$5,000.00 per hour for a total of \$40,000”.

FISCAL IMPACT:

Not to exceed \$20,000.00 – Low Performing Student Block Grant

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #20-97 with Joanne Boaler.

ADDITIONAL MATERIALS:

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

[Agreement #20-97, Joanne Boaler \(1 Page\)](#)

**Amendment #1 to Agreement #20-97 with
Joanne Boaler
August 4, 2021**

At the Board Meeting of November 4, 2020, the Board of Trustees approved Agreement #20-97 with Joanne Boaler, in the amount of \$20,000.00, to provide TK-8 Mathematics Professional Development for Oxnard School District teachers during the 2020-2021 academic year.

Amendment #1 in the amount of \$20,000.00, is required to correct a math/clerical error in the original agreement. The correct verbiage should read "Provide four (4) two-hour sessions at the rate of \$5,000.00 per hour for a total of \$40,000".

JOANNE BOALER:

By: _____
Joanne Boaler

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

Stanford

GRADUATE SCHOOL OF EDUCATION

DR JO BOALER
PROFESSOR MATHEMATICS EDUCATION

Phone: (650) 723-4076
Fax: (650) 725 7412
Email: joboaler@stanford.edu

Proposal for Professional Learning Plan with Oxnard School District

Services:

Four two-hour sessions :
October 22nd & 28th 2020
November 5th & 12th 2020

Compensation:

Individual consultant shall receive as compensation for all work and services to be performed herein, a fee of \$5,000 per session for a total of \$20,000.

All checks payable to Joanne Boaler.

Jo Boaler

Jo Boaler
Nominelli-Olivier Professor at Stanford
Please mail checks to:
851 Sonoma Terrace, Stanford, CA
94305

Lisa A. Franz

11-13-2020

Lisa A. Franz
Director, Purchasing
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Addendum #1 to Agreement #20-103 - Ventura County Office of Education (DeGenna/Valdes)

At the Board meeting of December 16, 2020, the Board of Trustees ratified Agreement #20-103 with the Ventura County Office of Education. The agreement authorized the Oxnard School District, Early Childhood Education Programs-State Preschools, to participate in the Quality Counts Ventura County (QCVC) and receive funding in the amount of \$43,800.00.

Addendum #1 is for the increase of the Block Grant award in the amount of \$2,600.00, for a total funding amount of \$46,400.00.

FISCAL IMPACT:

Additional funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$2,600.00.

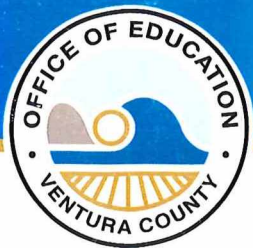
RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Addendum #1 to Agreement #20-103 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Addendum #1 \(1 Page\)](#)

[Agreement #20-103, Ventura County Office of Education \(37 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

ADDENDUM #1 TO OSD AGREEMENT #20-103

ADDENDUM TO AGREEMENT

CONTRACT C21-00175 - ADDENDUM #1

Oxnard School District
October 2020 – June 2021

This addendum adds the following to the contract:

- (1) Add \$2,600.00 - Increase in Block Grant award amount

All other terms and conditions of the original Agreement remain the same.

Original Agreement amount: \$43,800.00

Addendum not to exceed: \$2,600.00

Revised Agreement not to exceed amount: \$46,400.00

ENCUMBERED

120-5800-6127-0-8500-2100-000-290-0000-0

Ventura County Office of Education:

M. Muñoz Date: 5/13/21
Mabel Muñoz, Director, Early Childhood Programs

Lisa Cline Date: 5-25-21
Lisa Cline, Executive Director, Internal Business Services

Oxnard School District:

Date: _____
Lisa Franz, Director

**Ventura County Office of Education
SHORT FORM SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2020 by and between Ventura County Office of Education (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District

Provider

1051 South A Street

Street Address

Tax Identification or Social Security Number

Oxnard, CA 93030

City, State, Zip

SERVICES.

See Attached Statement of Work

Description of Services to be performed

October 1, 2020 - June 30, 2021

Date(s)/Term of Service(s)

N/A

Hour(s) of Service

See Statement of Work

Location

FEES.

Compensation for Services

\$ 43,800.00

*Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum

Covered Expenses ☐ Yes (Itemize below)☒ No\$ 0.00

*Original itemized receipts required

Total not to exceed

\$ 43,800.00**ENCUMBERED****PROVIDER REQUIREMENTS.**☒ W-9☒ Signed IRS 20 Factor Checklist☐ Signed Travel policy☐ Other☐ Certificates of Insurance☐ Fingerprint Certification☐ Out-of-State Withholding waiver

(See Tax Notice)

CONDITIONS. Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor.**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.**SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.**TERMINATION OR AMENDMENT.** This Agreement may be 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.**CANCELLATION CLAUSE.** No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.**PAYMENT.** Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.**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 because of race, religion, color, sex, or national origin.**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.**COPYRIGHT.** Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.**DISPUTE RESOLUTION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.**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 attorneys fees and costs incurred in connection with such actions or proceeding.**INSURANCE.** Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."**INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Superintendent, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.**ACKNOWLEDGEMENT AND AGREEMENT.** I have read this agreement and agree to its terms.

Lisa Franz, Director

Provider/Representative's name and title (print)

Mabel Muñoz, Director, ECP

VCOE Program Manager

Lisa Cline, Executive Director, IBS

VCOE Authorized Representative

Signature

Signature

Signature

Date

Date

Date

For VCOE use only: 120-5800-6127-0-8500-2100-000-290-3311-0; \$2,000

Charge to Account: 120-5800-6127-0-8500-2100-000-290-0000-0; \$41,800

Contract not to exceed: \$

Completion of Services confirmation & approval for payment

Program Manager

Date

Department Contact: Melanie Edmunds x1514

Name & Phone

DE542

STATEMENT OF WORK
JULY 1, 2020 – JUNE 30, 2021
CONTRACT # C21-00175

Oxnard School District (hereinafter referred to as "PROVIDER"), thorough participation in the Quality Counts Ventura County (QCVC), is eligible to receive a CSPP QRIS Block Grant for sustaining high-quality preschools at each state-funded site that is rated Tier 4 or higher on the *Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

FUNDING

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Learning and Care Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of three (3) and five (5) years old.

Center-based sites, rated at Tier 4, will receive \$2,700 per classroom and sites, rated at Tier 5, will receive \$3,700 per classroom. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites Quality Improvement Plan (QIP).

The **actual** Block Grant amount, in the Table I below, is based on the identified participating site(s) active rating. For Tier 2-3 sites, ratings will expire three (3) years from the rating date, and Tier 4-5 sites, ratings will expire five (5) years from the rating date.

Table I

Block Grant Actual Allocation									
Active Rating	Participation Site(s)	Part-day Classroom	Full-day Classroom	Allocation	Part-day total	Full-day total	Full day adjustment	Adjustment Total	Total
4	Driffill Preschool	2		2,700	5,400	0	0.5	0.00	5,400
5	Harrington	2		3,700	7,400	0	0.5	0.00	7,400
4	Ritchen	2		2,700	5,400	0	0.5	0.00	5,400
4	Rose Avenue Preschool	2		2,700	5,400	0	0.5	0.00	5,400
4	San Miguel Preschool	2		2,700	5,400	0	0.5	0.00	5,400
4	Sierra Linda	2		2,700	5,400	0	0.5	0.00	5,400
	Lemonwood*	Quality Improvement Stipend							2,000
TOTAL ACTUAL AMOUNT:									\$36,400

*Quality Improvement Stipend is tentative on sites opening in 20-21.

The **projected** Block Grant amount, in Table II below, is based on the identified participating site(s) reaching a Tier 5 rating by June 2021 on the *Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework*.

Table II

Block Grant Projected Allocation								
Participation Site(s)	Part-day Classroom	Full-day Classroom	Allocation	Part-day total	Full-day total	Full day Adjustment	Adjustment Total	Total
Ramona	2		3,700	7,400	0	0.5	0.00	7,400
TOTAL PROJECTED AMOUNT AVAILABLE:								\$7,400

QUALITY ASSURANCES

The PROVIDER agrees to the following:

- Independent assessment using The Classroom Assessment Scoring System (CLASS), if deemed appropriate
- Independent assessment using the Environment Rating Scale (ERS), if deemed appropriate
- Post Evaluation Notices (Exhibit B) prior to any CLASS and/or ERS assessment(s) in or near classroom(s) to inform providers, teachers, and parents about the use of data collected during assessment(s)
- Develop, implement, and revise a quality improvement plan twice annually
- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.
- Agree to receive Early Childhood Program’s newsletters and correspondence.

DATA COLLECTION

The SUPERINTENDENT utilizes the iPinwheel Data System operated by Early Quality Systems, Inc. to store and track data from programs participating in QCVC. The PROVIDER will identify an Agency Administrator and a Data Representative to facilitate and implement the web-based iPinwheel Data System, and provide the following data:

- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring)
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating)

Data may be synched or exported from PROVIDER’s data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. Information/data not provided by the PROVIDER’s data system will need to be entered manually.

DATA PRIVACY COMPLIANCE

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc., (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.’s services must implement procedures and protective measures to assure compliance with current federal statutes and California state privacy requirements, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”) and the Children’s Internet Protection Act (“CIPA”), California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), and other applicable federal and California State laws.

- **California Student Data Privacy Agreement (“DPA”)**, is hereby incorporated into and made a part of this Agreement; the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the above as outlined in the DPA.

PROVIDER is responsible for obtaining consent and authorization from parent/guardian (child data) and site staff (see “Data Collection”) for sharing data with VCOE and the iPinwheel database (operated by Early Quality Systems, Inc.).

INVOICING

Block Grant payments will be processed after **March 1, 2021** or upon finalized active rating(s) for all applicable sites. Invoices must be submitted to:

Early Childhood Programs
Ventura County Office of Education
5100 Adolfo Rd.
Camarillo, CA 93012

Please note: Programs will be held harmless, unless future guidance from the California Department of Education notes otherwise, for:

1. non-operation due to state or local health requirements
2. implementation of distance learning in lieu of face-to-face operation per requirements or limitations because of operating on an LEA campus

In these cases, programs will be funded based on their prior operating year

REPORTING

The PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. Block Grant funds must be used to support, maintain or improve quality for children three (3) to five (5) years old. The PROVIDER will provide an electronic copy of the *Block Grant Expenditure Report* (see Exhibit C) or other reporting requirement as updated by the California Department of Education. Expenditure reports are due no later than **July 10, 2021**.

ATTACHMENTS

1. *California Student Data Privacy Agreement ("DPA")*
2. *Exhibit A – Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework*
3. *Exhibit B – Quality Counts California (QCC) Evaluation Notices*
4. *Exhibit C – Block Grant Expenditure Report*

QUALITY COUNTS VENTURA COUNTY RATING MATRIX

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS				
Child Observation				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA <i>Foundations & Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Developmental and Health Screenings				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers") used at entry, then: <ol style="list-style-type: none"> Annually <u>OR</u> Ensures vision and hearing screenings are conducted annually 	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE , if indicated, at entry, annually, and then as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING				
Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <u>or</u> Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD <u>or</u> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits <u>AND</u> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field with 24+ units of ECE/CD OR master's degree in ECE/CD <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually
Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)				

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

² Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017 (updated July 1 2020)

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support - 5 ▪ Classroom Organization – 5 ▪ Instructional Support –3 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.0 	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support – 5.5 ▪ Classroom Organization – 5.5 ▪ Instructional Support – 3.5 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.5
CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership				
Ratios and Group Size <i>(Centers Only beyond licensing regulations)</i>				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler– 3:12 Toddler – 2:12 Preschool– 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Program Environment Rating Scale(s) <i>(Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)</i>				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
Director Qualifications <i>(Centers Only)</i>				

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

² Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017 *(updated July 1 2020)*

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 ¹	Common-Tier 3	Common-Tier 4	Local-Tier 5 ²
Centers 7 Elements for 35 points	Blocked (7 Points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs 5 Elements for 25 points	Blocked (5 Points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
Additional Local Tier Requirement(s)					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview <u>and</u> Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)* *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

² Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017 (updated July 1 2020)



Quality Counts California Guidelines for Observation Notices

What are Observation Notices and why are they used?

The *Observation Notice for Teachers* and *Observation Notice for Parents* provide information about research activities to Quality Counts California (QCC) participants. The notices explain observation activities, what it means to participate, restate the First 5 California (F5CA) *Data Ethics Policy*, and provide contact information for QCC staff and the Committee for the Protection of Human Subjects (CPHS). All teachers and parents of children in classrooms receiving Classroom Assessment Scoring System® (CLASS®) or Environment Rating Scales (ERS) observations must be notified and have an opportunity to ask questions.

Do CLASS® or ERS observations also require consent forms?

No, because Observation Notices are provided, consent forms are not required from teachers or parents/guardians.

When should Observation Notices be used?

Observation Notices should be used if the following statements apply at a QCC site:

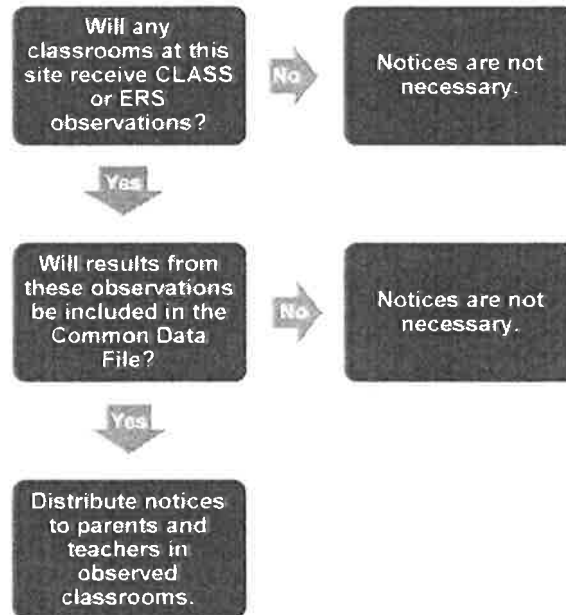
- CLASS® or ERS observations take place in a site receiving First 5 IMPACT or California Department of Education (CDE) Block Grant funds.
- Results from any CLASS® or ERS observations will be included in the Common Data File you submit to F5CA and the CDE.

The key principle is that the notices be read by teachers and parents of children who will receive a classroom observation through QCC. After identifying appropriate classrooms with the following decision map:

- *Observation Notice for Teachers* must be posted in the classroom or provided individually to teaching staff.
- *Observation Notice for Parents* should be posted in a conspicuous place in or near classrooms (e.g., door of the classroom) and should clearly identify the classroom receiving the observation. Teachers also may distribute Observation Notices directly to parents.



The decision map below will help you determine whether or not to notify teachers and parents of scheduled classroom observations.



Whom do I contact if I have questions about the purpose of Observation Notices?

If you have questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov. If you have any questions or concerns about the rights of research subjects, you can contact CPHS at (916) 326-3660 or cphs-mail@oshpd.ca.gov. The website for QCC is <https://qualitycountsca.net>.



Quality Counts California Observation Notice for Parents

Dear Parent or Guardian:

Your child's classroom or care setting has been selected for observation.

Quality Counts California (QCC) is committed to improving the quality of early care and education in California. QCC is evaluating the quality of your child's preschool or care setting. The information helps teachers learn more about what children need in order to grow and learn in school and how to make classrooms better. The observation is part of an evaluation of QCC and not an evaluation about individual teachers or children.

What does it mean for my child's classroom or care setting to be observed?

Trained observers will visit your child's classroom to observe how your child's teachers interact with your child and other students and how your child's classroom is organized. Observers will assess the quality of your child's classroom based on what they see. This information will help improve future QCC programs. Only authorized individuals will have access to this information. No personal information will be collected about you or your child as part of this observation. You and/or your child will not be compensated for participating in this observation.

Whom do I contact if I have questions about the purpose of these observations?

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov. If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or cphs-mail@oshpd.ca.gov. The website for QCC is <https://qualitycountsca.net>.



Quality Counts California Aviso de Observación Para Padres

Estimado Padre o Tutor:

El salón de clase o sitio de cuidado infantil de su hijo ha sido seleccionado para una observación.

Quality Counts California se compromete a mejorar la calidad del cuidado y educación temprana en California. Quality Counts California está evaluando la calidad del sitio preescolar o cuidado de su hijo. La información ayudará a los maestros aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y cómo mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de maestros o niños.

¿Qué significa ser observado el salón o sitio de cuidado infantil de mi hijo?

Observadores capacitados visitarán el salón de su hijo para observar cómo interactúan los maestros con su hijo y los otros estudiantes y cómo está organizado el salón de clase de su hijo. Los observadores evaluarán la calidad del salón de clase de su hijo basado en lo que ellos ven. Esta información ayudará a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a esta información. No se recogerá ninguna información personal sobre usted o su hijo como parte de esta observación. Usted y/o su niño no serán compensados por participar en esta evaluación.

¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov. Si usted tiene alguna pregunta o inquietud acerca sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a cphs-mail@oshpd.ca.gov. El sitio web de Quality Counts California es <https://qualitycountscalifornia.net>.



Quality Counts California Observation Notice for Teachers

Dear Teacher:

Your classroom or care setting has been selected to be observed as part of quality improvement efforts.

First 5 California (F5CA) and the California Department of Education (CDE) are committed to improving the quality of early care and education in California and are evaluating quality improvement efforts at your school or child care setting. Observations in the classroom or care setting will help F5CA and CDE learn more about what children need in order to grow and learn in school as well as how to make classrooms better. The observation is part of an evaluation of Quality Counts California (QCC) and not an evaluation about individual teachers or children.

What does it mean for me to participate?

Trained observers will visit your classroom to observe how you interact with children and how your classroom or care setting is organized. Other researchers will summarize those observations to describe the quality of early care and education at your school or care setting. The information you provide will help improve future QCC programs. Only authorized individuals will have access to information you provide. Personal information about you will never be used in a way that could identify you in evaluation reports. You will not be compensated for participating in this observation.

Data Ethics Policy

It is the strict policy of F5CA and the CDE that data collected for this evaluation may not be used for individual performance review, promotion, discipline, or retention decisions related to teachers, assistants, or other classroom staff. If you feel any information collected for this evaluation is used in violation of this policy, or if you have any other questions, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov.



Whom do I contact if I have questions about the purpose of these observations?

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov.

If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or cphs-mail@oshpd.ca.gov.

The website for Quality Counts California is <https://qualitycountscalifornia.net>.



Quality Counts California

Aviso de Observación para Maestros

Estimado Maestro(a):

Su salón de clase o sitio de cuidado infantil ha sido seleccionado para ser observado como parte de los esfuerzos de mejoramiento de calidad apoyado por Quality Counts California.

Primeros 5 California y el Departamento de Educación de California se comprometen a mejorar la calidad del cuidado y la educación temprana en California. Quality Counts California está evaluando los esfuerzos de mejoramiento de la calidad en su escuela o establecimiento de cuidado infantil. Observaciones en el salón de clase o sitio de cuidado ayudará a aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y también como mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de algún maestro o niño.

¿Qué significa participar para mí?

Observadores capacitados visitarán su salón de clase para observar cómo interactúa usted con los niños y cómo esta organizada su salón de clase o sitio de cuidados. Otros investigadores resumirán esas observaciones para describir la calidad de cuidado y educación temprana en su escuela o sitio de cuidados. La información que usted proporciona contribuirá a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a la información que usted proporciona. Nunca se utilizará su información personal en alguna manera que podría identificarlo en los informes de evaluación. Usted no será compensado por participar en esta observación.



Política de Ética de Datos

Es la política enfática de Primeros 5 California y el Departamento de Educación de California que los datos recogidos en esta evaluación no pueden ser utilizados para la revisión del desempeño individual, promoción, disciplina, o por decisiones relacionadas con la retención de los maestros, ayudantes o personal de aprendizaje. Si usted mantiene inquietudes sobre el uso inapropiado de los datos de evaluación, o si tiene alguna otra pregunta, favor de contactar a Gretchen Williams al número telefónico (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov.

¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov.

Si usted tiene alguna pregunta o inquietud acerca de sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a cphs-mail@oshpd.ca.gov.

El sitio web de Quality Counts California es <https://qualitycountscalifornia.net>.

NAME of Contractor			
E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Site Block Grant Spending Reporting Form		
Considering the Site QRIS Block Grant received, please indicate how much was spent in the corresponding categories.	Amount spent from July 1, 2020 - December 31, 2020	Amount spent from January 1, 2021 - June 30, 2021	Total amount spent (Columns B+ C)
1000 Certified Salaries			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
2000 Classified Salaries			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
3000 Benefits			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
4000 Supplies			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
5000 Travel/Equipment/Contractual			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

Ventura County Office of Education

AND

Provider:

Early Quality Systems, LLC

Date:

July 1, 2020

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Ventura County Office of Education

(hereinafter referred to as "LEA") and Early Quality Systems, LLC
(hereinafter referred to as "Provider") on July 1, 2020. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

July 1, 2020

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

Host and manage iPinwheel software for Ventura County

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Mabel Munoz

Title: Director - Early Childhood Programs

Contact Information:

Mabel Munoz

mmunoz@vcoe.org

805-437-1510

The designated representative for the Provider for this Agreement is:

Name: Chaire Crandall

Title: Director

Contact Information:

Chaire@Pinwheel.com

760-644-9922

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Lisa Cline

Title: Exec Director - Internal Business

Contact Information:

Lisa Cline

lcline@vcoe.org

805-

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Early Quality Systems, LLC

BY: [Signature] Date: 6/23/2020

Printed Name: Chire Candall Title/Position: Director

Local Education Agency: Ventura County Office of Education

BY: [Signature] Date: 7-13-2020

Printed Name: Lisa Cline Title/Position: Executive Director, Business Services

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	✓
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	✓
	Observation data	✓
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	✓
	Student class attendance data	✓
Communications	Online communications that are captured (emails, blog entries)	✓

Conduct	Conduct or behavioral data	✓
Demographics	Date of Birth	✓
	Place of Birth	✓
	Gender	✓
	Ethnicity or race	✓
	Language information (native, preferred or primary language spoken by student)	✓
Enrollment	Other demographic information-Please specify:	✓
	Student school enrollment	✓
	Student grade level	✓
	Homeroom	✓
	Guidance counselor	
	Specific curriculum programs	✓
	Year of graduation	
	Other enrollment information-Please specify:	✓
Parent/Guardian Contact Information	Address	✓
	Email	✓
	Phone	✓

Parent/ Guardian ID	Parent ID number (created to link parents to students)	✓
Parent/ Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts /health data	✓
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/ foster care)	✓
	Other indicator information- Please specify:	
Student Contact Information	Address	✓
	Email	
	Phone	
Student Identifiers	Local (School district) ID	✓

	number	
	State ID number	✓
	Provider/App assigned student ID number	✓
	Student app username	
	Student app passwords	
Student Name	First and/or Last	✓
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc. Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this
 designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

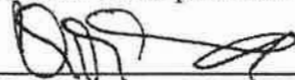
DIRECTIVE FOR DISPOSITION OF DATA

Ventura County Office of Education directs Early Quality Systems, LLC to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input checked="" type="checkbox"/> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<input type="checkbox"/> Destruction or deletion of data. <input checked="" type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) <u>TBD</u>



Authorized Representative of LEA



Verification of Disposition of Data
by Authorized Representative of Provider

7-13-2020
Date

6/13/2020
Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Ventura County Office of and which is dated July 1, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Early Quality Systems, LLC

BY: 

Date: 10/23/2020

Printed Name: Claire Crandall

Title/Position: Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: 

Date: _____

Printed Name: Lisa Cline

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Lisa Cline

Title: Executive Director

Email Address: lcline@vcoe.org

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

00618-00001/4274378.1

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-171 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

At the Board meeting of June 23, 2021, the Board of Trustees ratified Agreement #20-171 to provide exceptional services to three (3) special education students for the 2020-2021 school year, in the amount of \$21,665.65.

Amendment #1 in the amount of \$6,161.38, is needed to adjust the previous estimated cost for student #MA102113, for a new total agreement amount of \$27,827.03.

FISCAL IMPACT:

\$6,161.38 – Special Education Funds

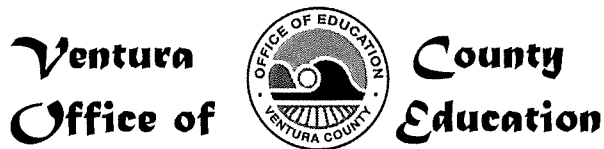
RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-171 with VCOE for Paraeducator services in the amount not to exceed \$6,161.38.

ADDITIONAL MATERIALS:

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

[Agreement #20-171, Ventura County Office of Education \(3 Pages\)](#)



Memorandum

CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX81A-20/21)

June 11, 2021

MA102113

Oxnard School District
Agreement # OX81A-20/21

School attending: Dwire School

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

6. The term of this contract shall begin 5/21/2021 (IEP date~4/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
5/21/2021-6/10/2021
(ESY: 6/14/2021-6/30-2021)

Original Estimated Cost: \$5,780.49

Amount added/owed: \$6,161.38

New Total Estimated Cost: \$11,941.87

Requested by: [Signature]
Special Education Authorized Representative

Date: 6.11.2021

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing

**AGREEMENT**

PAGE 1 of 3

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 14, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

SC102507

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **5/14/2021 (IEP date~5/4/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
5/14/2021-6/17/2021
(ESY: 6/21/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/16/2021)

TOTAL ESTIMATED COSTS:

\$ 8,782.77

+

\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 8,782.77Please submit **two** original copies Oxnard School District-Purchasing Department

**AGREEMENT**

PAGE 2 of 3

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 21, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

MA102113

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **5/21/2021** (IEP date~4/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
5/21/2021-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)
8/18/2021-4/20/2022

ESTIMATED COSTS:\$ 5,780.49

+

\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **5,780.49**Please submit **two** original copies Oxnard School District-Purchasing Department

**AGREEMENT**

PAGE 3 of 3

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 16, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

IR033009

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day, 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **5/16/2021** (IEP date~4/28/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
5/16/2021-6/17/2021
(ESY: 6/21/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/16/2021)
8/18/2021-4/28/2022

ESTIMATED COSTS:\$ **7,102.39**

+

\$ **TBD**

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **7,102.39**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-182 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year.

Students: EA061212 - \$1,299.49

JS040110 - \$46,692.05

JV120313 - \$3,203.92

FISCAL IMPACT:

\$51,195.46 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-182 with VCOE for Paraeducator services in the amount not to exceed \$51,195.46.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-182, Ventura County Office of Education \(3 Pages\)](#)

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **May 19, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

EA061212

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during transportation for 60 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **5/19/2021** (IEP date~5/13/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
5/19/2021-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)
8/18/2021-5/13/2022

TOTAL ESTIMATED COSTS:

\$ 1,299.49

+

\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,299.49

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **March 29, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JS040110

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support during the day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **3/29/2021** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
3/29/2020-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
(ESY: 7/1/2021-7/9/2021)
8/18/2021-9/17/2021

ESTIMATED COSTS:

\$ 46,692.05

+

\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT**VENTURA COUNTY OFFICE OF EDUCATION**

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **46,692.05**

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **June 9, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **6/9/2021 (IEP date~5/6/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: **2020-2021**
(including ESY, if applicable) 6/9/2021-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)
8/18/2021-5/6/2022

ESTIMATED COSTS: \$ 3,203.92 + \$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: [Signature]
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 3,203.92

Please submit **two** original copies Oxnard School District-Purchasing Department

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-47 – Advanced Medical Personnel Services Inc. (DeGenna/Jefferson)

Advanced Medical Personnel Services Inc. will provide supplemental staffing to the Oxnard School District Special Education Services Department on an “as needed” basis. Advanced Medical Personnel Services Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Occupational Therapist
- Certificated Occupational Therapy Assistant
- Psychologist

Term of Agreement: July 1, 2021 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$500,000.00 (per the hourly rate sheet attached) - Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-47 with Advanced Medical Personnel Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-47, Advanced Medical Personnel Services Inc. \(12 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)

HEALTHCARE STAFFING AGREEMENT

This Healthcare Staffing Agreement together with Attachment 1 hereto and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between **Oxnard School District** ("Client") and AMN Healthcare, Inc. ("Agency") on **July 1, 2021** for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

1. **DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached service line exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.
2. **COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the applicable rate. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
3. **INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 30 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.
4. **GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days notice of such increase.
5. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
6. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Clinician or anyone acting on his/her behalf, in which Client's action/inaction

has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state or other governmental statute or regulation.

7. **NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder ("Notices") shall be in writing and sent to the addresses set forth below (for Client under "Notices (Other than Invoices/Billing)"), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled "Invoicing" above.

AGENCY President
11001 W. 120th Avenue, Suite 310
Broomfield, CO 80021

CLIENT NOTICES (OTHER THAN INVOICES/BILLING): INVOICES AND BILLING:

X **Danielle Jefferson**
Client Designated Contact Name
X _____
Client Designated Client Name
X **1051 South A Street**
Client Designated Address
X **Oxnard, CA 93030**
Client Designated City, State, Zip
X **dedwards@oxnardsd.org**
Client Designated Email Address

X **Patty Nunez**
Client Designated Contact Name
X _____
Client Designated Client Name
X **1051 South A Street**
Client Designated Address
X **Oxnard, CA 93030**
Client Designated City, State, Zip
X **phurtado@oxnardsd.org**
Client Designated Email Address

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. **ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the County of San Diego, California for any action arising under this Agreement.
9. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing its worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician's assignment under Client's supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

10. CONFIDENTIAL INFORMATION.

- a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinicians' and prospective Clinicians' names and personal information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.
- b. Client shall not:
 - i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician Confidential Information to another business or a third party for monetary or other valuable consideration;
 - ii. retain, use, or disclose such Clinician Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to client systems; or
 - iii. retain, use, or disclose such Clinician Confidential Information outside of the direct business relationship between Agency and Client.
- c. In addition, Client agrees to use appropriate privacy and security measures to protect all Clinician Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician Confidential Information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician Confidential Information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician Confidential Information. Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.
- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 10 will survive any termination or expiration of this Agreement.

11. CONSENT TO FAX. In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

12. TERM. The term of this Agreement shall be for a period of 13 months. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.

13. SEVERABILITY. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

14. NON WAIVER. Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

15. ASSIGNMENT. Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

16. MEASURES TO PREVENT LOSS OF SERVICES. In the event that a state or local order closes one or more Client Facilities, the Client has the following options to prevent an AMN Clinician assigned to the Client from being unavailable when the Client reopens its facility:

- (a) Continue to pay each AMN Clinician assigned to the facility for all previously scheduled time, as set forth in the most recent confirmation, during the period of time that the facility where the AMN Clinician is assigned is closed; or
- (b) Allow each AMN Clinician assigned to the facility to provide services utilizing the AMN Telehealth platform Televate. The AMN Clinician will continue to provide services according to the schedule as set forth in the most recent confirmation.

If Client elects to terminate any assignments as the result of a closure, standard termination provisions apply. If Client terminates the assignment of any AMN Clinician, AMN cannot guarantee that the AMN Clinician will be available when Client reopens its facility.

AGREED AND ACCEPTED

OXNARD SCHOOL DISTRICT

AMN HEALTHCARE, INC.

By: _____

By: _____

Lisa A. Franz

Name

Name

Director, Purchasing

Title

Title

Date

Date

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

- 1. TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 2 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.
- 2. OVERTIME.** Client agrees to pay one and one-half times the applicable rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the applicable rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
- 3. ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians.
- 4. FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a \$2,500 transfer fee (no fee applies where prohibited by law).
- 5. TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's applicable rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.
- 6. CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.
- 7. FLOATING.** Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- 8. PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing.
- 9. REBOOKING PERIOD.** The negotiation of any rebooking or extension of current clinicians will only occur thirty (30) days prior to the expiration of clinician's current assignment.

EXHIBIT A-4
TERMS of SERVICE LINE
ALLIED TRAVEL ASSIGNMENTS

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Healthcare Staffing Agreement that was entered into by and between **Oxnard School District** ("Client") and Agency on or about **July 1, 2021**, as modified by these additional terms. This exhibit sets forth the terms for allied travel assignments effective as of **July 1, 2021** (the "Allied Effective Date").

SCHEDULE OF RATES. The Hourly Bill Rates listed below and will go into effect for anyone beginning an assignment or extension after the Allied Effective Date. These fees include recruitment, housing and compensation for each Clinician placed with Client.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically.

Rate Schedule is subject to change based on changes in amounts payable to Clinician and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

<i>Onsite - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$80-\$90
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$75-\$80
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$75-\$80
Speech Language Pathologist Assistant (SLPA)	\$60-\$70
Occupational Therapist (OT)	\$80-\$90
Certified Occupational Therapist Assistant (COTA)	\$60-\$70
Physical Therapist (PT)	\$80-\$90
Physical Therapist Assistant (PTA)	\$60-\$70
Registered Nurse (RN)	\$70-\$85
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$90-\$100
Social Worker (SW)	\$80-\$95
Board Certified Behavioral Analyst (BCBA)	\$80-\$95
<i>Bilingual - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$90-\$100
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$80-\$90
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$80-\$90
Speech Language Pathologist Assistant (SLPA)	\$70-\$80
Occupational Therapist (OT)	\$90-\$100
Certified Occupational Therapist Assistant (COTA)	\$70-\$80
Physical Therapist (PT)	\$90-\$100
Physical Therapist Assistant (PTA)	\$70-\$80
Registered Nurse (RN)	\$75-\$90
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$100-\$120
Social Worker (SW)	\$85-\$100
Board Certified Behavioral Analyst (BCBA)	\$85-\$100
<i>Tele Medicine - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$90-\$110

Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$90-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$85-\$105
Speech Language Pathologist Assistant (SLPA)	\$70-\$80
Occupational Therapist (OT)	\$85-\$100
Certified Occupational Therapist Assistant (COTA)	\$70-\$80
Physical Therapist (PT)	\$85-\$100
Physical Therapist Assistant (PTA)	\$70-\$80
Registered Nurse (RN)	\$75-\$90
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$100-\$130
Social Worker (SW)	\$85-\$100
Board Certified Behavioral Analyst (BCBA)	\$85-\$100

Conversion Fee Schedule. The Client agrees not to allow the Clinician to work at the Client part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time Client, Client's affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Clinician received from the Agency, the Client will be charged thirty percent (30%) of the individuals estimated first year total compensation (No fee applies where prohibited by law.) The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Clinician to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client's prior knowledge of said Clinician's availability. Should Client directly refer Clinician to an affiliated organization for either permanent employment or temporary allied coverage, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client's business.

Client Requirements Table. For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
State	Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Human Resources	Background Check	7 year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business critical facility documents include the following: facility confidentiality agreement, IT security facility access, and related policies and procedures

Employee Health	Drug Screening	Standard 10 panel prior to start of first assignment, updated annually thereafter. If break in service > 90 days, retesting required.
Employee Health	Measles, Mumps, Rubella	2 vaccines or positive IGG titer. If negative titer, must have booster vaccine x2
Employee Health	Tdap	Vaccine required every 10 years or declination

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to allied travel assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

OXNARD SCHOOL DISTRICT

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

AMN HEALTHCARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1

Fair Credit Reporting Act User Certification Acknowledgement

Oxnard School District (the "Client") has requested a copy of a Consumer Report and/or an Investigative Consumer Report ("Report") and by signing below hereby certifies that as a "User" of a Report, the Client will restrict the use of the information in the Report to personnel selection for employment purposes only.

In compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"), no information in the Report(s) will be given to any other "person" or "user," as those terms are defined in the Act, unless the "person" or "user" agrees (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("FCRA") 15 U.S.C. Section 1681 which can be found online at: www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf

The Client will also have in place procedures to properly retain and dispose of records containing this information in compliance with the Act and other applicable state and federal law. The Client further certifies that it will not use any information contained in the Report in violation of any applicable Federal or State privacy or equal employment laws or regulations.

AGREED AND ACCEPTED

OXNARD SCHOOL DISTRICT

Name: Lisa A. Franz

Signature: _____

Title: Director, Purchasing

Date: _____

EXHIBIT C-1
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide staffing services in accordance with the Healthcare Staffing Agreement that was entered into by and between Oxnard School District ("Client") and Agency on or about July 1, 2021. Client has elected to utilize one or more teletherapists under the Agreement, and this addendum sets forth additional rights and obligations under the Agreement and is hereby incorporated therein.

1. ACCESS TO INFORMATION. The Parties understand and agree that as part of the teletherapy services provided by Agency, Agency may create, receive, access, or maintain personally identifiable information from education records as defined in the Family Educational Rights and Privacy Act ("FERPA"). To the extent that Agency receives information from education records subject to FERPA, Agency will be considered a "school official" with a legitimate educational interest in the educational records of the students to the extent such records are required to provide the teletherapy services. Agency agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below.

2. COVERED DATA AND INFORMATION (CDI). CDI includes paper and electronic student education record information supplied by School, as well as any data provided by School's students to Agency.

3. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI. Agency shall not use or disclose CDI received from or on behalf of Client (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Agency agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

4. COURT ORDERS AND SUBPOENAS. Upon receipt of a court order or lawfully issued subpoena, Agency agrees to notify the student pursuant to the requirements in 34 CFR 99.31(a)(9)(ii). Agency may request assistance from Client in fulfilling this requirement.

5. RETURN OR DESTRUCTION OF CDI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall return all CDI to Client or, if return is not feasible, destroy any and all CDI. If Agency destroys the CDI, Agency shall provide Client with a certificate confirming the date of destruction of the data.

6. REMEDIES. If Client reasonably determines in good faith that Agency has materially breached any of its obligations under this contract, Client, in its sole discretion, shall have the right to require Agency to submit to a plan of monitoring and reporting; provide Agency with a thirty (30) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Client shall provide written notice to Agency describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Agency improperly disclosed personally identifiable information obtained from Client's education records, Client may not allow Agency access to education records for at least five years.

7. MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION. Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Agency.

8. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF CDI: Agency shall, within (10) ten days of discovery, report to Client any use or disclosure of CDI not authorized by this agreement or in writing by Client. Agency's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure. Agency shall provide such other information, including a written report, as reasonably requested by Client.

AGREED AND ACCEPTED:

OXNARD SCHOOL DISTRICT

By: _____

Name: **Lisa A. Franz**

Title: **Director, Purchasing**

Date: _____

AMN HEALTHCARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

NEW COMPANY DATA SHEET

Financial Responsible, Party Legal Name		Dun & Bradstreet #	
		Contract Signer Name	
Address City, State, Zip		Title	
		Telephone #:	
Client Operational Address City, State, Zip		Billing Address City, State, Zip	
Accounts Payable Contact:		Telephone #:	
		Email:	
Invoice Resolution Terms	45 days	# of days to Dispute Invoice	45 days
Officers			
President			
CFO			
Type of Company (Inc., LLC., PC)		State of Registration	
		Date of Registration	

Parent Company Name	
Address City, State, Zip	

Timekeeping Instructions:E-Time

Timecards are due by Monday @ 2pm:

Timecard type	E-Time
Timecard Submitted By:	Clinician
Rounding Rules:	Time will be rounded to quarter hour
Pay Cycle	Sunday – Saturday
Standard Timecard Statement of Rules: Hours are billed as indicated on the signed timecard. If there is no lunch indicated, AMN bills for the missing lunch (in CA only). All other states, we deduct 30 min meal and bill the rest. Cancellations are reported on the timecard and AMN bills based on the information entered.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2021

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 Attn: SanFrancisco.Certs@Marsh.com CN103083106-Stnd-GPL-21-22	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** SEA-003707237-02 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			144-6377	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HPL			144-6377	03/01/2021	03/01/2022	Per Incident 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

AMN Healthcare, Inc.
12400 High Bluff Drive
San Diego, CA 92081

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Healthcare Services, Inc. (AHS)
 AMN Healthcare, Inc. (AMN)
 AMN Services, LLC
 DBA: American Mobile Healthcare
 DBA: Medical Express
 DBA: Preferred Healthcare Staffing
 DBA: NurseChoice
 DBA: RN Extend
 DBA: Procertify
 AMN Staffing Services, LLC
 O' Grady-Peyton International (USA), Inc. (OGP)
 O' Grady-Peyton International (USA), Inc. (Singapore Branch)
 O' Grady-Peyton International (India) Ltd.
 O' Grady-Peyton International Recruitment U.K. Ltd.
 O' Grady-Peyton International (SA) (Proprietary) Ltd.
 O' Grady-Peyton International (Australia) (Proprietary) Ltd.
 O' Grady-Peyton International (Europe) Ltd.
 The MHA Group, Inc. (MHA Group)
 Merritt Hawkins & Associates, LLC
 Merritt, Hawkins & Associates
 Merritt, Hawkins & Associates of New Jersey, Limited Liability Company
 Merritt, Hawkins & Associates, Inc.
 Staff Care, Inc.
 Med Travelers, Inc. (MTI)
 Med Travelers, LLC
 RN Demand, Inc. (RND)
 DBA: MTI Staffing
 Rx ProHealth, Inc.
 Pharmacy Choice, Inc.
 DBA: AMN Healthcare Recruitment Process Outsourcing
 AMN Allied Services, LLC
 AMN Healthcare Allied, Inc.
 AMN Staffing Services, LLC
 AMN Services of Ohio, Inc.
 AMN Services of New Hampshire, LLC
 Medfinders
 Nursefinders, Inc.
 Nursefinders, LLC
 NF Investors, Inc.
 NF Holdings Corporation
 NF Acquisition Corporation
 Nursefinders Acquisition Corporation
 B.C.P., Inc. (divested 01/30/2012)
 NF Services, Inc.
 Linde Healthcare Staffing, Inc.
 Jim Kendall and Associates, LLC



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Staffco Holdings, Inc.
 Club Staffing, LLC
 Club Staffing, LLC
 National Healthcare Staffing, LLC
 M&E Affiliates, Inc. DBA: TVL Healthcare
 Radiologic Enterprises, Inc. DBA: Resources On Call, LLC
 Resources On Call, LLC
 Nursefinders Restorative Care Services, Inc.
 Nursefinders Acquisitions, LLC
 Kendall & Davis
 Pharmacy Choice, LLC
 Rx ProHealth, LLC
 DBA: AMN Services of Arizona
 DBA: Worldview Healthcare, Inc
 DBA: AMN Services of New Jersey Limited Liability Company
 DBA: F/K/A Worldview Healthcare, Inc.
 DBA: AMN Staffing Services of New Jersey
 DBA: Intech Staffing
 DBA: Merritt, Hawkins and Associates of New York, LLC
 DBA: Nursefinders of Alabama, LLC
 DBA: Nursefinders of Arizona, LLC
 DBA: Nursefinders of Missouri, LLC
 DBA: Nursefinders of New York, LLC
 DBA: Nursefinders of Rhode Island, LLC
 Nursefinders of Vermont, LLC
 Origin, Inc. DBA Shiftwise
 Onward Healthcare, LLC
 Onward Healthcare of Missouri, LLC
 Onward Healthcare of New Jersey LLC
 Onward Healthcare Staffing, LLC
 Onward Healthcare, Inc.
 Medefis, Inc.
 Locum Leaders, LLC
 Avantas, LLC
 Shiftwise, Inc
 DBA: Nursefinders of Cherry Hill
 DBA: Nursefinders of Verona
 DBA: Nursefinders of Wisconsin, LLC
 DBA: Rx Pro Health of Michigan, LLC
 DBA: Rx Pro Health of New Jersey Limited Liability Company
 DBA: Rx Pro Health of Pennsylvania, LLC
 DBA: Rx Pro Health of Tennessee, LLC
 AMN Staffing Services of Alabama, LLC
 Onward Healthcare Staffing
 The First String Healthcare
 MillicanSolutions
 MillicanSolutions, LLC
 B.E. Smith International
 B.E. Smith, Inc.
 B.E. Smith Interim Services, Inc.

**ADDITIONAL REMARKS SCHEDULE**Page 4 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

B.E. Smith, Inc. of Kansas
Josem Holdings, Inc.
HealthSource Global Staffing
Healthsource Global Staffing Corporation
Peak Government Services, LLC
Peak Health Solutions, Inc. Of Louisiana
AMN Vision Services, LLC
AMN Workforce Solutions, LLC
Phillips DIPisa & Associates, LLC
Leaders for Today, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-48 – CompHealth Medical Staffing (DeGenna/Jefferson)

CompHealth Medical Staffing will provide temporary service to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

Service providers may include:

- Physical Therapist
- Speech Language Pathologist
- COTA/PT

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$240,000.00 (per attached Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-48 with CompHealth Medical Staffing.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-48, CompHealth Medical Staffing \(6 Pages\)](#)
[2021-2022 Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)



**ALL INCLUSIVE SERVICE AGREEMENT
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE**

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage (“Agreement”) by and between Oxnard School District (“Client”), a nonprofit organization, with its principal place of business located at 1051 South A Street, Oxnard, CA 93030, and CompHealth Medical Staffing (“CompHealth”), with its principal place of business located at 5557 28th Street Ste B, PMB 318, Grand Rapids, MI 49512 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of July 15, 2021 (“Effective Date”).

Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals (“Provider(s)”) to provide clinical services to Client on a temporary basis (“Provider Coverage”) for the time periods requested by Client (“Assignment(s)”). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client’s verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing (“Confirmation”). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth’s obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker’s Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider’s departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Deposit, Costs of Obtaining Privileges

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

D.3 Invoicing

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2022.

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of “business associate” found in 45 CFR 160.103 because Providers are members of Client’s workforce (See Also 45 CFR 160.103 definition of “workforce”). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information (“PHI”, which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state’s laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney’s Fees

Client agrees to pay all expenses and costs, including interest and attorneys’ fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD SCHOOL DISTRICT

COMPHEALTH MEDICAL STAFFING

By: _____

By: _____

Title: **Director, Purchasing**

Title: _____

Date: _____

Date: _____

Printed Name: **Lisa A. Franz**

Printed Name: _____

95-6002318

Federal Tax I.D. # or Social Security #

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Rate Request: 2021-2022 School Year

Megan Gillis
5557 28th Street Ste B
PMB 318
Grand Rapids MI, 49512
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

May 27, 2021

Christy Garibay
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Ms. Garibay :

Per your request, here are the requested rate ranges we are proposing for the Oxnard School District for the 2021 - 2022 school year. The rates presented reflect the current housing costs in the area, experience of the Provider, and are based on 40 hours per week. The rates are flexible if your standard week falls below the standard 40! As I mentioned on the phone, we are also an NPA in the State of California. Please let me know if you have any questions!

OT	\$72 - \$77
PT	\$72 - \$77
SLP	\$76 - \$81
COTA/PTA	\$68

I look forward to hearing from you if we can be of assistance.

Thank You!
Megan Gillis
Senior Client Representative, Schools-Based Opportunities



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/28/2021

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
NAIC #		
INSURED CHG Healthcare Services, Inc. CHG Companies, Inc. CHG Medical Staffing, Inc. dba Comphealth Medical Staffing 7259 S. Bingham Junction Blvd. Midvale UT 84047 USA	INSURER A: Coverys Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570085903207

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			005UT000030224	02/01/2021	02/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			005UT000030224	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	HealthCare Prov			005UT000030224	02/01/2021	02/01/2022	Each Event \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Limits subject to policy aggregate and other terms and conditions; Policy excludes CRNA's, Nurse Practitioners, Physician Assistants, Physicians and Pharmacists.

Certificate No : 570085903207

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 South A St. Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

10/30/2020

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

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

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : The Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of America	25674	INSURER B : The Charter Oak Fire Insurance Company	25615	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED 1471228 CHG HEALTHCARE SERVICES, INC., CHG COMPANIES, INC CHG MEDICAL STAFFING, INC. DBA COMPHEALTH MEDICAL STAFFING 7259 S. BINGHAM JUNCTION BOULEVARD MIDVALE UT 84047															

COVERAGES **CERTIFICATE NUMBER:** 16867765 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See Below* See Below**	11/1/2020 11/1/2020	11/1/2021 11/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WORKERS COMPENSATION COVERAGE ONLY APPLIES TO EMPLOYEES OF THE NAMED INSURED. WORKERS COMPENSATION POLICY NUMBERS:
 INSURER A: UB-0R394284-20-51 (AOS) & INSURER B: UB-0R320559-20-51 (AZ, MA, WI)

CERTIFICATE HOLDER
CANCELLATION

16867765

Oxnard School District
1051 South A St.
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-49 – Children’s Therapy Network Inc. (DeGenna/Jefferson)

Children’s Therapy Network Inc. will provide supplemental staffing for Oxnard School District Special Education Students on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist
- Physical Therapist
- Occupational Therapist
- Recreational Services
- Licensed Assistant
- Evaluations/Assessments
- Parent Education Classes

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$20,000.00 per attached Service Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-49 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-49, Children's Therapy Network Inc. \(4 Pages\)](#)
[Rate Schedule \(1 Page\)](#)
[Certificate of Insurance \(4 Pages\)](#)



AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of **July 1, 2021** by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and **Oxnard School District** ("Client").

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
 - a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy, Behavioral Therapy, Adaptive Physical Education, and Parent Education classes. In order to offer quality and abundant professional services, CTN may use licensed therapy assistants, with the permission of the Client. CTN will provide only services requested by the Client. CTN will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
 - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
 - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
 - d. This Agreement does not obligate the Client to utilize any or all of the services provided by CTN. Service provisions are on an as needed and requested basis only. See below for details.
- B. Terms of Agreement
 - a. This Agreement shall be for a period of **11** months beginning **July 1, 2021** through **June 30, 2022**, which includes the extended school year time.
 - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
 - a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. Such information can be provided electronically, hard copy, or granting CTN access to Client's Student Services System (ex: SIRIUS, SEIS, etc.) The list requires, but is not limited to the following:
 1. Signed and most Current and complete IEP, including all goals;
 2. Signed Assessment Plan if requesting an assessment
 3. Medical history or most recent evaluation;
 4. Current grade level;

5. Case manager contact information;
6. Teacher's name and contact information;
7. Parent name and contact information;
8. School Location;
9. Service Location.
10. ISA or PO as a promise to pay.

D. CTN's Fee and Payment Thereof

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
 1. Individual treatment
 - a. IN PERSON **\$130.00** per discipline service, per hour, per student
 - b. VIRTUAL **\$115.00** per discipline service, per hour, per student.
 2. Group treatment (2-4 students)
 - a. IN PERSON **\$95.00** per discipline, per hour, per student.
 - b. VIRTUAL **\$85.00** per discipline, per hour, per student.
 3. Evaluation (In-person and Virtual) a fee rate of \$ **500.00** per discipline service. Evaluations will include standardized testing, observation of the student, interviews of personnel, and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of **\$130.00** per hour billed as IEP time. CTN utilizes standardized and valid testing protocols, clinical observation, and interview of education/care providers. Virtual assessments are considered reliable.
 4. CTN's fees shall be paid monthly on a **30-day** net, by Client upon receipt of an invoice each month detailing the fees incurred for the previous month.
 - a. Late Fees will be added at **5%** for every week the invoice is overdue past 30 days net
 - b. In the event that payment for services rendered are 60 days past due, CTN reserves the right to discontinue all services effective immediately until all monies owed are paid in full
 - c. Invoices will be provided on a weekly, bi-monthly, or monthly basis per the Client's request.
 - d. Invoices may include one or all of the following per the Client's request.
 - i. Master summary of all students and total treatment time rendered on a monthly basis.
 - ii. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
 - iii. Treatment notes upon request.
 - iv. Signed Service Logs upon request
 5. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of **\$130.00** in person, and **\$115.00** for virtual attendance. .
 6. Administrative time will be paid at the hourly rate of **\$115.50** for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
 7. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
 8. No Show or Cancellation will be paid at the rate of **\$130.00** per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.
 9. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.
 10. Drive time: Client agrees to pay the hourly fee of **\$130.00** for drive time for CTN therapists to commute to and from CTN office to the school location when the location of student is more than 10 miles from a CTN office. Expectations may be made on the basis of where a CTN therapist lives.

11. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 10 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If a Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to the Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.
- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.
- c. In the event of a Client's failure to pay an invoice past 60 days net of the invoice date, CTN shall have the right to suspend services or terminate this agreement immediately .

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its departments, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
- d. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.

- b. CTN will maintain workers compensation insurance for all therapists providing services to clients, as deemed appropriate by workers compensation regulations.
- c. CTN will maintain proper and up to date for each therapist providing services to Client:
 - 1. Professional Licenses.
 - 2. Tuberculosis testing.
 - 3. CPR certifications.
 - 4. Fingerprinting
 - 5. Criminal background checks
 - 6. Behavioral Modification Certification
- d. CTN will maintain an up to date and current Non-Public Agency Certificate.
- e. CTN will maintain compliance with (Health Insurance Portability and Accountability Act)- HIPAA and (Family Educational Rights and Privacy Act) FERPA requirements.
- f. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- g. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- h. Time is of the essence with respect to the various provisions of this Agreement.
- i. This Agreement may not be amended except in writing signed by both parties to this Agreement.
- j. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- k. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

- a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network

1857 Knoll Dr. or 810 Lawrence Dr.
Ventura Ca 93003 Newbury Park, Ca 91320
Phone: 805-667-8200
Fax: 805-667-8201

C Woods-Pierce DPT, PT, CEO
Contractor Signature and Title

Dr. Cassie Woods-Pierce DPT, PT, CEO
Print Name of Title

05/14/2021

Date:

Agency/Client Name:

Oxnard School District

Address: 1051 South A Street

Oxnard, CA 93030

Phone: 805-385-1501 Fax: 805-385-1509

Agency Signature and Title

Lisa A. Franz, Director, Purchasing
Print Name and Title:

Date:

Services and Fees

Related Services	Service Abbreviation	Fees	Time Allotment (per hour, day, or month?)
Adapted Physical Education (5 CCR 3051.4)	APE	\$115 (Individual in person) \$85 (Per Ind in a Group) \$95 (Ind. Seen Virtually)	Rates set per hour of service
Behavior Intervention - Design or Planning (5 CCR 3051.23)	BID	\$900.00	Flat rate- assuming no more than 5 hours are spent on Plan designing
Behavior Intervention – Implementation (5CCR 3051.23)	BII	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	
Language and Speech Development and Remediation (5 CCR 3051.1)	LSDR	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Occupational Therapy Services (5 CCR 3051.6)	OT	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Physical Therapy Services (5 CCR 3051.7)	PT	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Psychological Services Other Than Assessment and IEP Development (5 CCR 3051.10)	PS	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Recreation Services (5 CCR 3051.15)	RS	\$115 (Individual in person) \$85 (Per Ind in a Group) \$95 (Ind. Seen Virtually)	
Assessment (Initial/Tri) PT/OT/SLP	EVAL	\$500.00	Flat Rate (Testing, scoring/report writing)
Other Related Service (5 CCR 360.24)	OTH	\$900.00 for IEE	Flat Rate (Testing, scoring/report writing)
In the cell to the right, indicate the Other Service:	<u>Attendance to IEP meetings</u> \$130 per hour (In person) \$115 per hour (Virtually)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2021

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

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

PRODUCER Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	CONTACT NAME: Miracle Vines PHONE (A/C, No, Ext): 1-888-288-3534 E-MAIL ADDRESS: customer.service@hpsocover.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20427
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			433869335	11/01/2020	11/01/2021	Liability (Each claim): \$1,000,000 Liability (Aggregate): \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional business location on policy:
810 Lawrence Drive, Suite 100
Newbury Park, CA 91320

CERTIFICATE HOLDER**CANCELLATION**

<i>Evidence of Insurance</i>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Affinity Insurance Services, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/01/2021

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

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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc		
	PHONE (A/C. NO. EXT): 877-266-6850	FAX (A/C. No): 585-389-7426	
	E-MAIL ADDRESS: Certs@paychex.com		
INSURED CHILDRENS THERAPY NETWORK INC (A CORP) 1857 KNOLL DR VENTURA, CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sequoia Insurance Company		22985
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$	
	<input type="checkbox"/>						GENERAL AGGREGATE	\$	
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$	
	<input type="checkbox"/>							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/>								\$	
<input type="checkbox"/>								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC1146611	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N		N/A				E.L. EACH ACCIDENT	\$ 1,000,000.00	
	(Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 1/26/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0433869335	From: 11/01/20 to 11/01/21 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Children's Therapy Network, Inc. 1857 Knoll Dr Ventura, CA 93003-7321				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Physical Therapist Firm			80995	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 11/01/2015(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded

Total \$ 4,153.00

Base Premium \$4,153.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (03-15)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Children's Therapy Network, Inc.

Master Policy #: 188711433

Policy #: 0433869335

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-50 – Children’s Therapy Network Inc. (DeGenna/Jefferson)

Children’s Therapy Network Inc. will provide supplemental staffing for Private School Special Education Students on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$15,000.00 per attached Service Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-50 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-50, Children's Therapy Network Inc. \(4 Pages\)](#)

[Rate Sheet - Children's Therapy Network Inc. \(1 Page\)](#)

[Certificate of Insurance - Children's Therapy Network Inc. \(4 Pages\)](#)



AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of **July 1, 2021** by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and **Oxnard School District PRIVATE/CHARTER** ("Client").

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
 - a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy, Behavioral Therapy, Adaptive Physical Education, and Parent Education classes. In order to offer quality and abundant professional services, CTN may use licensed therapy assistants, with the permission of the Client. CTN will provide only services requested by the Client. CTN will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
 - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
 - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
 - d. This Agreement does not obligate the Client to utilize any or all of the services provided by CTN. Service provisions are on an as needed and requested basis only. See below for details.
- B. Terms of Agreement
 - a. This Agreement shall be for a period of **11** months beginning **July 1, 2021** through **June 30, 2022**, which includes the extended school year time.
 - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
 - a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. Such information can be provided electronically, hard copy, or granting CTN access to Client's Student Services System (ex: SIRIUS, SEIS, etc.) The list requires, but is not limited to the following:
 - 1. Signed and most Current and complete IEP, including all goals;
 - 2. Signed Assessment Plan if requesting an assessment
 - 3. Medical history or most recent evaluation;

4. Current grade level;
5. Case manager contact information;
6. Teacher's name and contact information;
7. Parent name and contact information;
8. School Location;
9. Service Location.
10. ISA or PO as a promise to pay.

D. CTN's Fee and Payment Thereof

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
 1. Individual treatment
 - a. IN PERSON **\$130.00** per discipline service, per hour, per student
 - b. VIRTUAL **\$115.00** per discipline service, per hour, per student.
 2. Group treatment (2-4 students)
 - a. IN PERSON **\$95.00** per discipline, per hour, per student.
 - b. VIRTUAL **\$85.00** per discipline, per hour, per student.
 3. Evaluation (In-person and Virtual) a fee rate of **\$ 500.00** per discipline service. Evaluations will include standardized testing, observation of the student, interviews of personnel, and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of **\$130.00** per hour billed as IEP time. CTN utilizes standardized and valid testing protocols, clinical observation, and interview of education/care providers. Virtual assessments are considered reliable.
 4. CTN's fees shall be paid monthly on a **30-day** net, by Client upon receipt of an invoice each month detailing the fees incurred for the previous month.
 - a. Late Fees will be added at **5%** for every week the invoice is overdue past 30 days net
 - b. In the event that payment for services rendered are 60 days past due, CTN reserves the right to discontinue all services effective immediately until all monies owed are paid in full
 - c. Invoices will be provided on a weekly, bi-monthly, or monthly basis per the Client's request.
 - d. Invoices may include one or all of the following per the Client's request.
 - i. Master summary of all students and total treatment time rendered on a monthly basis.
 - ii. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
 - iii. Treatment notes upon request.
 - iv. Signed Service Logs upon request
 5. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of **\$130.00** in person, and **\$115.00** for virtual attendance. .
 6. Administrative time will be paid at the hourly rate of **\$115.50** for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
 7. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
 8. No Show or Cancellation will be paid at the rate of **\$130.00** per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.
 9. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.
 10. Drive time: Client agrees to pay the hourly fee of **\$130.00** for drive time for CTN therapists to commute to and from CTN office to the school location when the location of student is more than 10 miles from a CTN office. Expectations may be made on the basis of where a CTN therapist lives.

11. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 10 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If a Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to the Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.
- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.
- c. In the event of a Client's failure to pay an invoice past 60 days net of the invoice date, CTN shall have the right to suspend services or terminate this agreement immediately .

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its departments, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
- d. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.

Services and Fees

Related Services	Service Abbreviation	Fees	Time Allotment (per hour, day, or month?)
Adapted Physical Education (5 CCR 3051.4)	APE	\$115 (Individual in person) \$85 (Per Ind in a Group) \$95 (Ind. Seen Virtually)	Rates set per hour of service
Behavior Intervention - Design or Planning (5 CCR 3051.23)	BID	\$900.00	Flat rate- assuming no more than 5 hours are spent on Plan designing
Behavior Intervention – Implementation (5CCR 3051.23)	BII	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	
Language and Speech Development and Remediation (5 CCR 3051.1)	LSDR	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Occupational Therapy Services (5 CCR 3051.6)	OT	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Physical Therapy Services (5 CCR 3051.7)	PT	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Psychological Services Other Than Assessment and IEP Development (5 CCR 3051.10)	PS	\$130 (Individual in person) \$95 (Per Ind in a Group) \$115 (Ind. Seen Virtually)	Rates set per hour of service
Recreation Services (5 CCR 3051.15)	RS	\$115 (Individual in person) \$85 (Per Ind in a Group) \$95 (Ind. Seen Virtually)	
Assessment (Initial/Tri) PT/OT/SLP	EVAL	\$500.00	Flat Rate (Testing, scoring/report writing)
Other Related Service (5 CCR 360.24)	OTH	\$900.00 for IEE	Flat Rate (Testing, scoring/report writing)
In the cell to the right, indicate the Other Service:	<u>Attendance to IEP meetings</u> \$130 per hour (In person) \$115 per hour (Virtually)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2021

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PRODUCER Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	CONTACT NAME: Miracle Vines	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 1-888-288-3534	E-MAIL ADDRESS: customer.service@hpsocover.com	
INSURED Children's Therapy Network Inc 1857 Knoll Dr Ventura, CA, 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Casualty Company of Reading, PA		20427
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			433869335	11/01/2020	11/01/2021	Liability (Each claim): \$1,000,000 Liability (Aggregate): \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional business location on policy:
810 Lawrence Drive, Suite 100
Newbury Park, CA 91320

CERTIFICATE HOLDER **CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Affinity Insurance Services, Inc.

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

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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc		
	PHONE (A/C. NO. EXT): 877-266-6850	FAX (A/C. No): 585-389-7426	
	E-MAIL ADDRESS: Certs@paychex.com		
INSURED CHILDRENS THERAPY NETWORK INC (A CORP) 1857 KNOLL DR VENTURA, CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sequoia Insurance Company		22985
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$	
	<input type="checkbox"/>						GENERAL AGGREGATE	\$	
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$	
	<input type="checkbox"/>							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/>								\$	
<input type="checkbox"/>								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC1146611	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N		N/A				E.L. EACH ACCIDENT	\$ 1,000,000.00	
	(Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 1/26/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0433869335	From: 11/01/20 to 11/01/21 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Children's Therapy Network, Inc. 1857 Knoll Dr Ventura, CA 93003-7321				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Physical Therapist Firm			80995	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 11/01/2015(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded

Total \$ 4,153.00

Base Premium \$4,153.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (03-15)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Children's Therapy Network, Inc.

Master Policy #: 188711433

Policy #: 0433869335

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-51 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

Dr. Beatrice Braun, Educational Audiologist from Auditory Processing Center of Pasadena will provide (central) auditory processing evaluations and training on CAPDOTS, including retest and IEP, for the Special Education Services Department during the 2021-2022 academic year.

Term of Agreement : July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$5,000.00 (per attached proposal/rate sheets) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-51 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-51, Auditory Processing Center of Pasadena \(13 Pages\)](#)
[Proposal-Rate Sheets \(2 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-51

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Auditory Processing Center of Pasadena (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Auditory Processing Center of Pasadena
22110 Clarendon Street, Suite 102
Woodland Hills, CA 91367
Attention: Dr. Beatrice Braun
Phone: 626.793.8711
Email: apcpasadena@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

AUDITORY PROCESSING CENTER OF PASADENA:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-51

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-51

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL/RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL/RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-51

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-51

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-51

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

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

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

☐ Not Project Related

☒ Project #21-51

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-51

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-51

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AUDITORY PROCESSING CENTER (WOODLAND HILLS-PASADENA-SANTA BARBARA)

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

Bea Braun, Au.D., F-AAA
Educational Audiologist

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

1-16-21

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$795.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, retesting upon completion of the program and providing a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training yourself. I then charge \$500 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone at a \$250 flat fee for the first hour, and \$250 per hour after the first hour.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist



AUDITORY PROCESSING CENTER (WOODLAND HILLS-PASADENA-SANTA BARBARA)

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

Bea Braun, Au.D., F-AAA
Educational Audiologist

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

4-1-21

The following are my rates for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2000.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. I do not provide a classroom observation.

IEP Attendance – attend via phone/online \$250 flat fee for the first hour, \$250 per hour after the first hour. I require a 12 hour cancellation notice for an IEP or there will be the minimum charge of \$250.

All testing is completed in my office. I do not provide transportation. The parent brings the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist
AU-1469



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2021

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

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

PRODUCER William Scanlan(303023K) 2108 E Ponderosa Dr Camarillo CA 93010-4628		CONTACT NAME: WilliamScanlan PHONE (A/C, NO, EXT): 805-484-1070 FAX (A/C, NO): 805-500-7021 E-MAIL ADDRESS: wscanlan@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED BRAUN, BEA 22110 CLARENDON ST STE 102 WOODLAND HLS CA 91367		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	606616111	02/21/2021	02/21/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 250,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 1,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22110 CLARENDON ST STE 102, WOODLAND HLS, CA 91367

VAL VERDE UNIFIED SCHOOL DISTRICT ADDED AS ADDITIONAL INSURED 2/9/21

CERTIFICATE HOLDER

CANCELLATION

VAL VERDE UNIFIED SCHOOL DIST ATTN RISK M 975 MORGAN ST PERRIS CA 92571	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William Scanlan
---	--



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 10/6/20



0203001089

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER
018098	970	HPG	0644468256

Policy Period:

From 12/16/20 to 12/16/21 at 12:01 AM Standard Time

Named Insured

Auditory Processing Center of Pasadena
22110 Clarendon St Ste 102
Woodland Hills, CA 91367-6337

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
215-509-5437
www.hpsso.com

Medical Specialty

Audiologist Firm
Excludes Cosmetic Procedures

Code

80716

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
151 North Franklin Street, Chicago, IL 60606

Professional Liability

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$25,000	per proceeding	\$25,000	aggregate
Defendant Expense Benefit	\$1,000	per day limit	\$25,000	aggregate
Deposition Representation	\$10,000	per deposition	\$10,000	aggregate
Assault	\$25,000	per incident	\$25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$25,000	per person	\$100,000	aggregate
First Aid	\$10,000	per incident	\$10,000	aggregate
Damage to Property of Others	\$10,000	per incident	\$10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$25,000	per incident	\$25,000	aggregate
Retroactive Date: 12/16/16 - Defense inside limits				
Media Expense	\$25,000	per incident	\$25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded

Total: \$300.00

Policy Forms & Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121501-C1	Occurrence Policy Form - California
G-121503-C	Workplace Liability Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
CNA81753	Cap on Losses from Certified Acts of Terrorism
CNA81758	Notice Offer of Terrorism Coverage Disclosure of Premium Confirmation of Acceptance
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA82011	Healthcare Providers Related Claims Endorsement
CNA94164	Amended Definition of Claim Endorsement Health Care Provider Liability
G-123846-D04	California Cancellation and Non-Renewal
CNA79516	Enterprise Privacy Protection Endorsement
CNA79575	Cosmetic Procedures Exclusion
CNA89026	Media Event Expenses Supplementary Payments Endorsement

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (TX 13695); (AR 100106022); in CA, MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-55 – PRIDE Learning Co. (DeGenna/Jefferson)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department during the 2021-2022 fiscal year.

Term of the Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

\$174,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-55 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-55, PRIDE Learning Co. \(13 Pages\)](#)
[Tuition-Fees \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-55

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and PRIDE Learning Co. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Seventy-Four Thousand Dollars (\$174,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: PRIDE Learning Co.
27001 La Paz Rd., Suite 336
Mission Viejo, CA 92691
Attention: May Dabbah
Phone: 866.774.3342
Email: may@pridelearningcenter.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

PRIDE LEARNING CO.:

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-55

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-55

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED TUITION/FEES SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED TUITION/FEES SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-55

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-55

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed One Hundred Seventy-Four Thousand Dollars (\$174,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$174,000.00, per the tuition/fees sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-55

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-55

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-55

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-55

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **PRIDE LEARNING CO.**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Tuition and Fees

2021-2022

1:1 instruction in spelling, reading, writing, and comprehension skills
On-Site/ In- Home with a PRIDE Reading Specialist

On-Site/ In Home

\$90.00 per hour with a 3-hour minimum per week

\$120.00 registration fee (\$60.00 for each additional sibling)

Online

\$75.00 per hour with a 3- hour minimum per week

\$120.00 registration fee

Optional Written Reports

\$160.00

PRIDE Learning Co 27001 La Paz Rd Suite 336 Mission Viejo CA 92691
866-774-3342 ext 7 www.pridereadingprogram.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-56 – Behavior Insights Inc. (DeGenna/Jefferson)

Behavior Insights Inc. will provide Independent Educational Evaluator services to Oxnard School District, Special Education Services Department, during the 2021-2022 academic school year. Services to include:

- Classroom and Specific Student Consultations
- School District Trainings
- Expert Witness Fees
- Assessments: Includes observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours)

Term of the Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$20,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-56 with Behavior Insights Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-56, Behavior Insights Inc. \(13 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-56

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Behavior Insights Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Daniel Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Behavior Insights Inc.
6345 Balboa Blvd., Suite 163
Encino, CA 91316
Attention: Tammy Van Fleet
Phone: (805) 506.3390
Email: tvanfleet@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

BEHAVIOR INSIGHTS INC.:

Signature

Typed Name/Title

Date

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-56

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-56

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL/RATE SHEETS**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL/RATE SHEETS**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-56

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-56

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$20,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-56

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

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

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

☐ Not Project Related

☒ Project #21-56

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-56

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-56

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Tel: 805.506.3390
www.drtammyvanfleet.com
6345 Balboa Blvd. Suite 163 Encino, CA 91316

School District Rate Information

1. Classroom and Specific Student Consultation.....\$225 (hourly rate)
2. One-Day Training..... \$1500
3. Two-Day Training.....\$3000
4. Four-Day Training.....\$6000
6. Expert Witness.....\$450 (per hour)
(includes record review, observations, prep, and appearance to testify)
5. Functional Behavior Assessment.....\$3500
(includes record review, observations, interviews, writing the report, and IEP up to 4hrs of IEP attendance)
6. School-Based Inclusion Assessment.....\$2500
(includes record review, observations, interviews, writing the report, and up to 4hrs of IEP meeting attendance)
7. Individualized Aide Needs Assessment.....\$2000
(includes record review, observations, interviews, writing the report, and up to 4hrs of IEP meeting attendance)
8. ABLLS-R Assessment.....\$3000
(includes record review, observations, interviews, writing the report, and IEP up 4hrs of IEP meeting attendance)



Scope of Work

1. Provide Individual Social Skills Session—in school
2. Provide Individual Social Skills Session—in home or office
3. Provide Social Skills Group—in school
4. Attendance at IEP (when requested by School Psychologist or District Administration)
5. Provide Social Skills Assessment and Assessment Report
6. Telehealth Social Skills Services

Social Skills Sessions	Hourly Session Rate
Individual Social Skills Session	\$80
Social Skills Group Session	\$80
Telehealth Social Skills Services	\$80
IEP Meeting (per hour)	\$80
Social Skills Assessment Report (per hour)	\$80
Quarterly Progress Report/Final Progress Report	\$80

Please contact us if you have any questions regarding our individual social skills sessions or social skills groups

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-60 – Haynes Education Center & S.T.A.R. Academy (DeGenna/Jefferson)

Haynes Education Center & S.T.A.R. Academy may provide a range of support services to the Special Education Services Department during the 2021-2022 academic year:

- Academic Tutoring or Transition Services
- In-Home & Hospital Services
- Educational Counseling & Guidance – Individual
- Language & Speech Therapy – Individual
- Occupational Therapy – Individual
- Behavior Intervention – School or Home Based
- Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing
- Academic Achievement Test or Transition Assessment
- Staff Placement – Special Education Teachers

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Total cost not to exceed \$154,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-60 with Haynes Education Center & S.T.A.R. Academy.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-60, Haynes Education Center & S.T.A.R. Academy \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Rate Sheet \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-60

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Haynes Education Center & S.T.A.R Academy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Haynes Education Center & S.T.A.R. Academy
2120 Foothill Blvd., Suite 205
La Verne, CA 91750
Attention: Jonas Maceda
Phone: 909.833.7187
Fax: 909.992.3018

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DANIELLE EDWARDS** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

**HAYNES EDUCATION CENTER &
S.T.A.R. ACADEMY:**

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Tax Identification Number: 95-6002318

Signature

Typed Name/Title

Date

Tax Identification Number: _____

- ☐ Not Project Related
☒ Project #21-60

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-60

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL & RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL & RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- ☒ None.
☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- ☒ None.
☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above.

☐ Not Project Related

☒ Project #21-60

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-60

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$154,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-60

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-60

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-60

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-60

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Haynes Family of Programs – S.T.A.R. Academy **Proposal/Scope of Services 2020-2021**

Company/Provider:	Haynes Family of Programs Inc.
DBA:	S.T.A.R. Academy (NPA)
Address (Mailing):	PO Box 400 W. Baseline Road, La Verne, CA 91750
Address (Physical):	233 W. Baseline Road, La Verne, CA 91750 Contact
Person:	Jonas Maceda, Director, S.T.A.R. Academy
Contract Signatory:	Daniel Maydeck, CEO/President
Phone:	(909) 667-2107 – Jonas / (909)593-2581 ext. 223 - Daniel
Fax:	(909) 992-3018
E-mail:	jmaceda@leroyhaynes.org / dmaydeck@leroyhaynes.org
Website:	www.leroyhaynes.org

1. Brief description (a paragraph) regarding the types of services your company can provide to students.

Haynes Family of Programs Inc. has over 75 years experience developing and implementing successful year-round educational services throughout California. Our company is state certified as a Non-Public Agency (NPA) and a Non-Public School (NPS). We provide individualized Educational Support Services for students with special needs from grades K-12 or ages 5-22. We offer and provide the following services.

Compensatory Services:

- **Supplemental Academic Support (SAS) / Academic Tutoring**
- **Transition Services**
- **Language and Speech (LAS) Services**
- **Occupational Therapy (OT) Services**
- **Educationally Related Intensive Counseling Services (ERICS)**

IEP-Based Services & Assessments:

- **See attached Rate Sheet 2020-2021**

2. Cost(s) associated with your program (hourly rate): **See the attached Rate Sheet 20-21**
3. Location of services: **Student's home or the local library — parent's choice.**
4. Schedule of services: **Afternoons, evenings, or weekends. This is the parent's choice.**

S.T.A.R. Academy – NPA/NPS

Rate Sheet 2021-2022

All services are provided by fully credentialed and/or licensed professionals

Compensatory Services*	Rate
Supplemental Academic Services (SAS) or Transition Services	\$85 Per Hour
Occupational Therapy	\$165 Per Hour
Language and Speech Services (LAS)/Therapy	\$165 Per Hour
ERICS – ERHMS Counseling	
Parent Training	\$130 Per Hour
Educational Counseling (1:1)	\$130 Per Hour

***School District and Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized compensatory service/contracted hours. SSR reports will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services billed as "Final Session/SSR."**

IEP-Based Services**	Rate
Home Instruction/Resource Specialist Program (RSP) Services	
SAI – Direct Service (5 or more hours per week)	\$120 Per Hour
SAI-RSP – Direct Service (Less than 5 hours per week)	\$120 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$120 Per Hour
Occupational Therapy (OT)	\$165 Per Hour
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
Language and Speech Services/Therapy (LAS)	\$165 Per Hour
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
ERICS – ERHMS Counseling	\$130 Per Hour
ERICS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$130 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Behavior Services – School/Home/Community Based Services**	Rate
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$130 Per Hour
Consultation with IEP Team/Parent	\$130 Per Hour
Program Development/Training	\$130 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$85 Per Hour
Transportation	\$85 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programing)	\$130 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Staff Training – Behavior	Rate
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

Assessments	Rate
Adapted PE Assessment	\$1850 Per evaluation
Adapted PE – Review of Records	\$575 Per evaluation
Adapted PE – Triennial Assessment	\$975 Per evaluation
ERHMS Assessment	\$1950 Per evaluation
ERHMS/ERICs/DIS Counseling – Review of Records	\$575 Per evaluation
ERHMS/ERICs/DIS Counseling – Triennial Assessment	\$975 Per evaluation
Language and Speech Assessment	\$1850 Per evaluation
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$2050 Per evaluation
Language and Speech Assessment – Review of Records	\$575 Per evaluation
Language and Speech Assessment – Triennial Assessment	\$975 Per evaluation
Occupational Therapy Assessment	\$1850 Per evaluation
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$2050 Per evaluation
Occupational Therapy – Review of Records	\$575 Per evaluation
Occupational Therapy – Triennial Assessment	\$975 Per evaluation
Physical Therapy Assessment	\$1850 Per evaluation
Physical Therapy Assessment – Review of Records	\$575 Per evaluation
Physical Therapy Assessment – Triennial Assessment	\$975 Per evaluation
SAI - Triennial Assessment –Comprehensive Academic Assessment	\$975 Per evaluation
SAI - Triennial Assessment – Review of Records	\$575 Per evaluation
Transition Assessment	\$1700 Per evaluation
Functional Behavioral Assessment – One Location (School or Home)	\$1850 Per evaluation
Functional Behavioral Assessment – Two Locations (School & Home)	\$2050 Per evaluation
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2050 Per evaluation
Psycho Educational Assessment	\$3500 Per Evaluation

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement/MOU #21-62 – Tutorific (DeGenna/Jefferson)

Tutorific will provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day during the 2021-2022 fiscal year.

Term of Agreement/MOU: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

\$50,000.00 (billed at \$85.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Special Education Services, that the Board of Trustees ratify Agreement/MOU #21-62 with Tutorific.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-62, Tutorific \(6 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)

OSD AGREEMENT #21-62



Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) Special Education Department
1051 South “A” Street, Oxnard, CA 93030
And Tutorific, LLC (“Tutorific”)



1. **Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
2. **Term.** The Term of this Contract begins on July 1, 2021 and ends on June 30, 2022 (“Term”).
3. **Payment.** Upon proper monthly invoicing which includes the number of hours provided per student, OSD agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$85 per hour per student for one-to-one tutoring.
4. **Students.** Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).
5. **Subjects & Duration.** The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by OSD and/or parent, and Tutorific’s tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student’s tutoring with a simple two week written notice.
6. **Testing & Reporting.** Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student’s assign duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to OSD within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.
7. **Parent Communication.** Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student’s parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.
8. **Location of Tutoring.** The location of tutoring shall be determined by mutual agreement between Tutorific and the Student’s parent and may be at the school, Tutorific’s clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student’s home school campus when possible while keeping in mind some families’ limitations related to parent work schedules and transportation, facility space and tutor availability.

9. Staff Qualifications. Tutorific will ensure that all individuals employed, subcontracted, or otherwise hired by Tutorific to provide any portion of this program have the experience and/or ability and temperament to perform the functions for which they are being hired. Tutorific shall clear by the Department of Justice (DOJ / LiveScan) any person who would interact in-person with any Student and during the Term of this MOU shall retain a copy of the DOJ clearance and Tuberculosis (TB) clearance. Tutorific may make exceptions to these qualification with the approval of OSD.

10. Materials. Tutorific shall supply Students with all materials necessary for providing high quality tutoring. Computer tablets and other electronic devices are not included as part of this MOU except those provided by OSD.

11. Independent Contractor. Nothing in this MOU will be construed to imply a joint venture or employment.

12. Student Confidentiality. Student information shall be kept confidential by Tutorific. A copy of all student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

13. Incident, Accident, and Child Abuse Reporting. Tutorific will submit a written accident report to OSD within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

14. Insurance. Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. All insurance policies shall be subject to approval by OSD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the OSD Superintendent. Provider agrees to provide OSD with copies of required policies upon request.

15. Discrimination. Provider shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

16. References to OSD & Tutorific. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

17. Termination.

a. Without Cause. This Contract may be terminated by OSD or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, OSD will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) OSD may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and OSD may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to OSD all information and material as may have been involved in the provision of services whether provided by OSD or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, OSD may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of OSD students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

18. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

19. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District (OSD):
Danielle Jefferson
Director of Special Education
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010


OXNARD SCHOOL DISTRICT

Signature

Lisa A. Franz, Director, Purchasing

Date

TUTORIFIC



Signature

Matt Oppenheimer, Executive Director / Owner

6/3/21

Date

EXHIBIT A

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to OSD.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) OSD, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

EXHIBIT B

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Provider under the Contract to which this Exhibit B is attached ☐ constitute ☐ do not constitute governmental decisions or staff services within the meaning of the Conflict-of-Interest Code. Therefore, the Provider, Tutorific, who will provide Services under the Contract, ☐ is ☐ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



OPPENMA-01

MMILLIGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

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

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

PRODUCER License # 0F50015 Gimlin & Udy Insurance Agency, Inc. 601 E. Daily Drive, Suite 130 Camarillo, CA 93010		CONTACT NAME: PHONE (A/C, No, Ext): (805) 987-3883 FAX (A/C, No): (805) 388-1892 E-MAIL: Info@gu-ins.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2061599	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 ABUSE AND MOLES \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2061599	11/13/2019	11/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB700712	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per policy form(s)

NOV 18 '19 PM 4:02 PUNCH

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
1051 South A Street
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oxnard School District	Per AI Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oxnard School District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #21-71 – Students for Eco-Education and Agriculture (SEEAG) (DeGenna/Shea)

SEEAG will provide fieldtrips, farmer's markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-71 with Students for Eco-Education and Agriculture.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-71, Students for Eco-Education and Agriculture \(3 Pages\)](#)



OSD AGREEMENT #21-71

MEMORANDUM OF UNDERSTANDING

Between

Students for Eco-Education and Agriculture

13721 W. Telegraph Road
Santa Paula, CA 93060

and

Oxnard School District

1051 South A Street
Oxnard, CA 93030

This Memorandum of Understanding between Students for Eco-Education and Agriculture, Inc. (SEEAG) and the Oxnard School District (OSD) is made an entered into as of August 4, 2021.

I. Purpose and Scope

SEEAG's mission is to educate students and the greater community about the farm origins of our food and agriculture's contribution to our nutritional well-being. SEEAG would like to provide educational programs and tangible resources to elementary school students in the OSD to improve knowledge of agricultural and nutrition related topics, increase access to and consumption of fresh fruits and vegetables, and benefit students' overall wellness. Educational programs, both on-campus and at SEEAG's on-farm field trip location, may take place during the school day, during after school programs, or during summer instruction. SEEAG's educators and support staff are dedicated to providing students with the best experience possible by integrating academic content standards into fun and interactive presentations. SEEAG's goal is to provide consistent, year-round education to elementary school students in the OSD.

II. Students for Eco-Education and Agriculture's Responsibilities Under this MOU

1. Schedule and provide on-campus, virtual, and field trip education free of charge for all OSD students, teachers, staff, and parents throughout the school year and over the summer months.
2. Organize and host "Food and Health Resource Market" pop-ups at OSD schools in order to distribute fresh food and health resources to students and their families.
3. Provide teachers and students with additional resources to further engage them in the studies of agriculture, food, and nutrition.

III. Oxnard School Districts Responsibilities Under this MOU

1. Allow SEEAG to set up and present on-campus (indoor or outdoor) and/or virtual education instruction to elementary school students during the school year and over the summer months.
2. Allow OSD students to travel to SEEAG's on-farm education sites in Ventura County, when it is safe to do so.
3. Allow SEEAG to set up "Food and Health Resource Market" pop-ups on OSD campuses and help create a safe environment for SEEAG educators to distribute fresh food and health resources to students and their families.
4. Cooperate with SEEAG's staff in obtaining signed field trip and/or photo/video waivers (when applicable) from participating children before scheduled instruction.
5. Cooperate with SEEAG's staff in scheduling presentations and field trips during the school year and over the summer months.

IV. Other Terms and Conditions

1. **Term.** This MOU is effective for a one-year period beginning July 1, 2021 and ending June 30, 2022. Either party may terminate this MOU with thirty days written advance notice of termination to the other party.
2. **Insurance.** SEEAG will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by SEEAG with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence. SEEAG will deliver a copy of such insurance policies to District upon request. SEEAG will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at SEEAG's expense.
3. **Indemnification.** SEEAG will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of SEEAG or its respective agents, contractors, or employees. To the extent permitted by law, the District will defend, indemnify, and hold harmless the SEEAG and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
4. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and OSD policies in the performance of their respective responsibilities under this MOU.

Oxnard School District accepts this agreement:

Signature

Date

Title

Students for Eco-Education and Agriculture (SEEAG) accepts this agreement:



Signature

April 14, 2021

Date

SEEAG's Founder and CEO

Title

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-1663. Funding allows for the operation of 8 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

Term of the Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

\$2,064,039.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #21-72 with California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-72, California Department of Education \(6 Pages\)](#)



OSD AGREEMENT #21-72

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-1663

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,064,039.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 41,405.0
Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa A. Franz, Director, Purchasing	
TITLE Contract Manager		ADDRESS 1051 South A Street, Oxnard, CA 93030	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,064,039	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7253		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,064,039	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	
	STATUTE 2021	FISCAL YEAR 2021-2022	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Oxnard School District	95-6002318

By (Authorized Signature)

Printed Name and Title of Person Signing

Lisa A. Franz, Director, Purchasing

Date Executed	Executed in the County of
	Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
Oxnard School District
2. Federal ID Number:
95-6002318
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
Lisa A. Franz, Director, Purchasing
5. Date Executed:
6. Executed in the County and State of:
Ventura, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)

Star of CA, ERA Ed will provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified students during the 2021-2022 academic year.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$800,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #21-79 with STAR of CA/ ERA Ed.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-79, STAR of CA-ERA Ed \(4 Pages\)](#)

[Rate Sheet \(6 Pages\)](#)

[Certificate of Insurance \(8 Pages\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #21-79 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 4th day of August 2021, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA LLC (dba STAR of CA, and ERA Ed) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Board of Trustees of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2021 and terminating June 30, 2022

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Danielle Jefferson
(Name)

Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$1,460,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$55.46 per hour for 1 to 1 behavioral support to students, \$107.74 per hour for behavioral consultation and supervision services, \$345.00 for 2 hours workshops, and \$690.00 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits, and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an 'each' occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

STAR of CA LLC (dba STAR of CA and ERA Ed), VENTURA CA

Dr. Doug Moes, President, CEO

Date

299 W Hillcrest Drive, Ste #110
Thousand Oaks, CA 91360
O (805) 379-1401
F (805) 379-1491
W www.eraed.com

Corporate Headquarters
4880 Market Street
Ventura, CA 93003
O (805) 644-7827
F (805) 650-1385
W www.starofca.com

2021/2022 PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) Counseling and guidance services (CG)
- (4) Parent counseling and training (PCT)
- (5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. Trainings can include but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data

Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district’s request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.
Telehealth Options Available.

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student’s needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP.
Telehealth Options Available.

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short- and long-term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group-based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short- and long-term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).

ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, videoconferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

Other Provisions:

Last Minute Cancellation: Cancellations that occur within 1.5 hours of the scheduled start time or when a student no shows are occasions when ERA Ed. incurs labor costs for deploying our providers. ERA Ed. may bill a minimum of 15 minutes for last minute cancellations or no shows per session, not to exceed the length of the scheduled session unless otherwise specified.

Wait Time: Providers waiting for the student to arrive may represent non-billable time where ERA Ed. incurs labor costs for deployed providers. ERA Ed. may bill a minimum of 15 minutes per scheduled session for wait time, not to exceed the length of the scheduled session unless otherwise specified.

2021/2022 RATE TABLE

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Consultation	CNSLT	\$107.74	/hr
Assessments (FBA/FAA)	EVAL	\$107.74	/hr
Direct Instruction	BII	\$55.46	/hr
Supervision	BID	\$107.74	/hr
Last-Minute Cancellation/No Show	LMC-ABA	\$55.46	/hr
BII Wait Time	BII Wait Time	\$55.46	/hr
Bus Aide BID (10% discount applied)	BUS AIDE-BID	\$96.97	/hr
Bus Aide BII (10% discount applied)	BUS AIDE-BII	\$49.91	/hr
PSYCHOLOGICAL SERVICES	SrvCode	Rate	Per
Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$85.33	/hr
Counseling & Guidance Services (CG) –Mental Health Associate	CIMHA	\$63.99	/hr
Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$85.33	/hr
Parent Counseling & Training (PCT) –Mental Health Associate (CG)	CFMHA	\$63.99	/hr
Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-ASMT	\$107.74	/hr
Psychological Services	PsychServ	\$107.74	/hr
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$85.33	/hr
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$63.99	/hr
Crisis Management	CRISIS INT-LMHP	\$85.33	/hr
Crisis Management	CRISIS INT-MHA	\$63.99	/hr
Critical Incident Debriefing & Counseling	CRISIS INT-MHA	\$63.99	/hr
Grief/Trauma Response Counseling	CNSLT-MH	\$63.99	/hr
Last-Minute Cancellation/No Show	LMC-MH	\$63.99	/hr
MH Wait time	MH WaitTime	\$63.99	/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2022

5/20/2021

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1479880 STAR of CA LLC (dba STAR of CA, ERA Ed) 4880 Market Street Ventura CA 93003	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Insurance Company INSURER B: Trumbull Insurance Company INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 36056 27120 29459

COVERAGES**CERTIFICATE NUMBER:** 16850196**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CE21HCPZ089DNNC	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	3UUNHF7003	5/21/2021	5/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	N	N	CE21HCPZ08ELVNC	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	39 WB BX6853	5/21/2021	5/21/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liab.	N	N	CE21HCPZ089DNNC	5/21/2021	5/21/2022	\$1,000,000 Limit \$3,000,000 Aggregate	
A	Sexual Abuse & Molestation	N	N	CE21HCPZ089D NNC	5/21/2021	5/21/2022	\$1,000,000 Limit \$3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured on the General Liability policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**16850196**Oxnard School District
Pupil Services
1051 South A Street
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROFESSIONAL LIABILITY INSURANCE POLICY
ALLIED HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART
ALLIED HEALTHCARE GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED
OPERATIONS LIABILITY) COVERAGE PART**

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. **Insured** is amended by the addition of the following:

Whenever used in this Coverage Part, the unqualified word **Insured** shall also mean **Additional Insured**.

2. **Additional Insured** means, whenever used in this endorsement, the following:

any person or organization to whom the Named Insured is obligated by valid written contract to provide coverage as an additional insured to such person or organization caused by the negligence of the Named Insured and only for **Occurrences**, **Claims** or coverage not otherwise excluded in the policy.

3. Coverage provided to any **Additional Insured** as defined herein shall apply solely to **Claims** or **Occurrences** involving the Insured's professional services, products, goods, operations or premises covered by this Policy.
4. No coverage shall be afforded to an **Additional Insured** to any **Employee**, or to any obligation of the **Additional Insured** to indemnify another due to **Damages** arising out of such injury.
5. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to an **Additional Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- a. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section 11 - Liability Coverage is amended to add:

- b. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - c. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

B. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not

apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III PHYSICAL DAMAGE

COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR-WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived ;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual ;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

Policy Number: 39 WB BX6853

Endorsement Number:

Effective Date: 05/21/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PEDIATRIC THERAPY SERVICES LLC

2586 TRAILRIDGE DR. EAST, STE 100

LAFAYETTE CO 80026

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 05/27/21

Policy Expiration Date: 05/21/22

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 04, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-80 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2021-2022 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2021-2022:

RR103108	\$24,567.69	OL083008	\$27,100.45
JM111710	\$10,223.11	JB080313	\$27,445.82
JM111710 (ASL)	\$ 1,680.00	IO111109	\$13,607.78
EG061410	\$26,767.94	JV030409	\$17,475.99
KC071607	\$ 1,657.80	DP010810	\$31,693.45
AC080310	\$28,320.77	DR022207	\$ 1,105.20

FISCAL IMPACT:

\$211,646.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-80 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$211,646.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-80, Ventura County Office of Education \(12 Pages\)](#)

**AGREEMENT**

PAGE 1 of 12

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

RR103108

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~1/20/2021)**, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

PREVIOUS: **2020-2021**
1/22/2021-6/17/2021
(ESY: 6/21/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/16/2021)
8/18/2021-1/20/2021

ESTIMATED COSTS:

\$ _____

+

\$

24,567.69

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **24,567.69**

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

PAGE 2 of 12

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2021, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JM111710

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/2/2020 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: 2020-2021
 (including ESY, if applicable) 10/2/2020-06/10/2021
 (ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
 (ESY: 7/1/2021-7/9/2021)
 8/19/2021-10/7/2021

ESTIMATED COSTS: \$ _____ + \$ 10,223.11

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 10,223.11

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT. **JM111710**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
8/19/2020-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
(ESY: 7/01/2021-7/9/2021)

ESTIMATED COSTS:

\$ _____ + \$ 1,680.00

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,680.00

**AGREEMENT****For Paraeducator Performing Special Circumstance Services**

This Agreement, effective July 1, 2021, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

EG061410

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends Triton Academy, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date~1/12/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
1/18/2021-6/11/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
(ESY: 7/1/2021-7/9/2021)
8/25/2021-1/12/2022

ESTIMATED COSTS

\$ _____

+

\$ 26,767.94

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: 

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 26,767.94

Please submit **two** original copies Oxnard School District-Purchasing Department

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

KC071607

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Las Colinas Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 340 minutes daily and during transportation for 120 minutes daily for a total of 460 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 120 minutes daily during transportation for a total of 360 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~11/4/2020)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
11/14/2020-6/11/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)

TOTAL ESTIMATED COSTS: \$ _____ + \$ **1,657.80**

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **1,657.80**

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

AC080310

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day in the classroom for 330 minutes a day and 60 minutes during transportation for a total of 390 minutes daily. ESY will be provided at 240 minutes a day in the classroom and 60 minutes during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~1/21/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
1/22/2021-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)
8/18/2021-1/21/2022

ESTIMATED COSTS

\$ _____ + \$ **28,320.77**

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **28,320.77**

Please submit **two** original copies Oxnard School District-Purchasing Department

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

OL083008

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021** (IEP date~2/3/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
2/6/2021-6/17/2021
(ESY: 6/21/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/16/2021)
8/18/2021-2/3/2022

ESTIMATED COSTS:

\$ _____

+

\$ 27,100.45

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27,100.45

**AGREEMENT**

PAGE 8 of 12

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2021 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JB080313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date~2/4/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
2/7/2021-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2021
(ESY: 7/1/2021-7/9/2021)
8/18/2021-2/4/2022

ESTIMATED COSTS:

\$ _____

+

\$ 27,445.82

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27,445.82

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Supports**

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

IO111109

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~10/8/2020)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
10/26/2020-6/10/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/9/2021)
8/18/2021-10/8/2021

ESTIMATED COSTS

\$ _____

+

\$ 13,607.78

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 13,607.78

Please submit **two** original copies Oxnard School District-Purchasing Department

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV030409

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021** (IEP date~11/12/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: **2020-2021**
8/19/2020-6/17/2021
(ESY: 6/21/2021-6/30/2021)

UPCOMING: **2021-2022**
(ESY: 7/1/2021-7/16/2021
8/18/2021-11/12/2021)

ESTIMATED COSTS:

\$

+

\$ 17,475.99

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **17,475.99**

**AGREEMENT**

PAGE 11 of 12

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2021 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

DP010810

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Triton Academy, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 388.80 minutes daily and 60 minutes daily during transportation for a total of 448.80 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily on the bus for a total of 300 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date~1/15/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
2/1/2021-6/11/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
(ESY: 7/1/2021-7/9/2021)
8/18/2021-1/15/2022

ESTIMATED COSTS: \$ _____ + \$ 31,693.45

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized RepresentativeTitle: Director, PurchasingApproved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 31,693.45 **592**

**AGREEMENT****For Paraeducator Performing Special Circumstance Educational Support**

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

DR022207

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,944 minutes weekly. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~12/15/2021)**, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2020-2021
3/12/2021-6/11/2021
(ESY: 6/14/2021-6/30/2021)

UPCOMING: 2021-2022
(ESY: 7/1/2021-7/9/2021)

ESTIMATED COSTS:

\$ _____

+

\$ 1,105.20

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By:  _____

Special Education Authorized Representative

Title: **Director, Purchasing** _____

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **1,105.20**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-81 – Sunrise Physical Therapy Services Inc. (Torres/Magana)

Sunrise Physical Therapy Services Inc. will provide ergonomic jobsite evaluations and training, follow-up visits, or group training sessions as requested during the 2021-2022 fiscal year to reduce workplace injury. Upon review and recommendation by the Risk Manager, staff may receive suggested ergonomic supplies.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$29,213.98 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-81 with Sunrise Physical Therapy Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-81, Sunrise Physical Therapy Services Inc. \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)
[Certificate of Insurance \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-81

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Sunrise Physical Therapy Services Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2021** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Nine Thousand Two Hundred Thirteen Dollars and Ninety-Eight Cents (\$29,213.98), unless additional compensation is approved in writing by the District.

- a. Each month Consultant 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 sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. 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 b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant'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. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant 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 the District, except as may be required by law.

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any 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 Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

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

17. **Non-Discrimination.** Consultant 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.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the 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.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant'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: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Sunrise Physical Therapy Services Inc.
1879 Portola Rd., Suite A2
Ventura, CA 93003
Attention: Jamie Mason
Phone: 805.644.1273
Fax: 805.644.4417

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant 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 Consultant. 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, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **NORMA MAGANA** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

**SUNRISE PHYSICAL THERAPY
SERVICES INC.:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

☐ Not Project Related

☒ Project #21-81

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-81

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***SEE ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***SEE ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

☒ None.

☐ See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

VII. AMENDMENT

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, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☒ Project #21-81

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-81

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$29,213.98, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-81

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

☐ Not Project Related

☒ Project #21-81

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

☐ Not Project Related

☒ Project #21-81

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-81

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant 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 Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **SUNRISE PHYSICAL THERAPY SERVICES INC.**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

DESCRIPTION OF ERGONOMIC SERVICES:

SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

SCHEDULE OF FEES

FEES:

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

PAYMENT:

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2021

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

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

PRODUCER Affinity Insurance Services, Inc 1100 Virginia Drive Suite 250 Fort Washington, PA 19034		CONTACT NAME: PHONE (A/C, No. Ext): 800-544-2672 FAX (A/C, No): 847-953-2700 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Columbia Casualty Company	NAIC # 31127
INSURED Sunrise Physical Therapy Services 705 N. Oxnard Blvd. Ste 107 Oxnard, CA 93030		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			411938984	02/17/2021	02/17/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			411938984	02/17/2021	02/17/2022	Per Claim Aggregate	\$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sexual Abuse/Misconduct Increased Sublimit of Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate

Oxnard School District 1051 South A St, Oxnard, CA 93033 is an Additional Insured to General Liability

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 South A St Oxnard, CA 93033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc
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Policy Number	Policy Period	
	From	To
EIG 2331902 05	03/01/2021	03/01/2022
12:01A.M. Standard Time at the address of the Insured as stated herein		

Transaction				
AMENDED DECLARATIONS		Effective: 03/01/2021		
NCCI Carrier #	31283	WCIRB CARRIER#	00920	PRIOR POLICY NUMBER EIG233190204
1. Named Insured and Address			Agent	
SUNRISE PHYSICAL THERAPY SERVICES INC 1879 PORTOLA RD STE A2 VENTURA CA 93003			NORTH RANCH INS SVCS INC 32110 AGOURA RD WESTLAKE VILLAGE, CA 91361 Telephone: 8008012300	
Customer #	Carrier # 31283	FEIN # 770413746	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 03/01/2021 to 03/01/2022 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:
- | | | | |
|---------------------------|----|-----------|---------------|
| Bodily Injury by Accident | \$ | 1,000,000 | each accident |
| Bodily Injury by Disease | \$ | 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ | 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	500	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	2,477

☐ This is a Three Year Fixed Rate PolicyPremium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of ,

Issued Date: 01/22/2021

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
2550 PASEO VERDE PARKWAY, SUITE 100
HENDERSON, NV 89074-7117
Authorized RepresentativeIssued Date 01/22/2021
WC990630 (5/98 Ed.)

INSURED COPY

Page 1 of 4

5517-01-00-0009422-0003-0028076 GLN_ENDIS

Policy Number: EIG 2331902 05

Named Insured: SUNRISE PHYSICAL THERAPY

Agent: NORTH RANCH INS SVCS INC 6860001

EXTENSION OF INFORMATION PAGE**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
California				
Rating Period: 03/01/2021 through 03/01/2022				
Site 00001				
8742	SALESPERSONS-OUTSIDE	0	0.430000	0.00
Site 00001	Total			
Site 00002				
8834	PHYSICIANS' PRACTICES AND OUTPATIENT CLINICS - ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES	419,037	0.910000	3,813.00
Site 00002	Total			\$ 3,813.00
Total of Sites for Rating Period				\$ 3,813.00
Rating Period Total				\$ 3,813.00
Rating Period: 03/01/2021 through 03/01/2022				
9887	SCHEDULE CREDIT	3,813	0.400000	-1,525.00
9707	YEARS IN BUSINESS, YEARS IN INDUSTRY RATING MODIFICATION	2,288	0.120000	-275.00
0900	EXPENSE CONSTANT			160.00
0936	STATE W.C. FRAUD ASSESSMENT	2,383	0.004734	11.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	2,383	0.022646	54.00
0937	CA INSURANCE GUARANTY	2,383		
0938	CA UNINSURED EMPLOYERS FUND	2,383	0.000775	2.00
0939	CA SUBSEQUENT INJURY FUND	2,383	0.006579	16.00
0940	OSHF ASSESSMENT	2,383	0.002584	6.00
0943	LABOR ENFORCEMENT & COMPLIANCE	2,383	0.002272	5.00
9741	CATASTROPHE PREMIUM	419,037	0.020000	84.00
9740	TERRORISM PREMIUM	419,037	0.030000	126.00
Rating Period Total				\$ 1,336.00-
State Total				\$ 2,477.00
Policy Total				\$ 2,477.00

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Page 2 of 4



EMPLOYERS PREFERRED INS. CO.
A Stock Company
2550 PASEO VERDE PARKWAY, SUITE 100
HENDERSON, NV 89074-7117

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 2331902 05

Named Insured: SUNRISE PHYSICAL THERAPY

Agent: NORTH RANCH INS SVCS INC

6860001

SITE LOCATION SCHEDULE

State CA 1
SUNRISE PHYSICAL THERAPY
SERVICES INC
1879 PORTOLA RD STE A2
VENTURA CA 93003

State CA 2
SUNRISE PHYSICAL THERAPY
SERVICES INC.
705 N OXNARD BLVD STE 107
OXNARD CA 93030



EMPLOYERS PREFERRED INS. CO.
A Stock Company
2550 PASEO VERDE PARKWAY, SUITE 100
HENDERSON, NV 89074-7117

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 2331902 05

Named Insured: SUNRISE PHYSICAL THERAPY

Agent: NORTH RANCH INS SVCS INC

6860001

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
CA	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
CA	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
CA	WC000421E	(1/21)	CATASTROPHE PREMIUM ENDORSE
CA	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
CA	WC040301D	(2/18)	CA POLICY AMENDATORY END
CA	WC040303C	(7/18)	OFFICERS, DIRECTORS COV/EXCL
CA	WC040310	(1/95)	DUTY TO DEFEND
CA	WC040360B	(1/15)	CA ELL AMENDATORY ENDORSEMENT
CA	WC040421	(1/08)	OPTIONAL PREM INCREASE ENDT
CA	WC040422	(1/12)	SHORT RATE PENALTY
CA	WC040601A	(12/93)	CANCELLATION ENDORSEMENT
CA	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

Issued Date: 01/20/2021
WC990633 (5/98 Ed.)

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Page 4 of 4

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #21-86 City of Oxnard (Quinto/Miller)

Oxnard School District has contracted with the City of Oxnard to provide parking space for the Dallas Cowboys Training Camp. The parking spaces, located at Marshall School, are to be used for training camp volunteers.

Agreement #21-86 for the 2021-22 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for the use of forty-two (42) regular parking spaces designated for the use of City volunteers to park and then use a City provided shuttle service traveling to and from the training camp site. The Marshall School reserves the exclusive use of the remaining 47 parking spaces during its hours of operation (M-F 6:00 am-6:00 pm), and all day on dates for any school special events. This agreement is for eleven (11) non-consecutive days.

FISCAL IMPACT:

Under the terms of Agreement #21-86, the City of Oxnard agrees to pay the District the fee of \$1,330.56 for the use of the parking lot at Marshall School for 11 days during the period of July 24, 2021 through August 11, 2021.

RECOMMENDATION:

It is the recommendation of the Director, Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the Agreement #21-86 with the City of Oxnard for use of the parking lot at Marshall School.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-86 \(7 pages\)](#)

**OSD # 21-86
LICENSE AGREEMENT**

The Oxnard School District ("District") and the City of Oxnard ("City"), hereby enter into this license agreement under the following terms and conditions (the "Agreement"):

1. The District grants to the City a license for the non-exclusive use by volunteers to assist in operations at the Dallas Cowboys Training Camp ("Camp"). For parking purposes (the "Permitted Use") persons conducting business with the City at the Camp as volunteers will make use of the Thurgood Marshall School parking lot on 2900 Thurgood Marshall Drive in Oxnard, California (located as depicted on Exhibit A), attached hereto, and incorporated herein by this reference, the ("Lot"). This license, which confers no easement or other legal interest in the Lot or in any other District property upon the City, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the Operating Hours of the Camp on the requested days (as depicted on Exhibit C, attached hereto, and incorporated herein by this reference, the ("Dates")), between 5:30 AM and no later than 7:00 PM plus the 15 minutes preceding and following the Operating Hours.
- b. The City shall remove any trash, other materials, or debris resulting from the Permitted Use of the Lot at least once per day when using the Lot during Operating Hours.
- c. The Permitted Use of the Lot is only for Camp volunteers parking and the shuttle service provided by the City to transport these volunteers between the Lot and the Camp.
- d. The City shall advise its volunteers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate all remaining regular and ADA-accessible parking spaces. The District agrees to reasonably notify the City of such designations or changes thereto. In July of 2021, the parties inspected the parking lot together and agree that the designated spaces are as shown on Exhibit B hereto and as follows:
 - i. There are 42 parking spaces being in Rows 1, 2, 4, and eight (8) spaces in Row 5 that are the closest to the school building will be reserved for District use only during District hours of operation (M-F 6:00 AM-6:00 PM) and all day on dates when District activities or other special events require it. When any schedule is developed for Thurgood Marshall School activities it will be provided to the City and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
 - ii. To clearly separate the 42 designated spaces, which are reserved for District use only during District hours of operation, from the Permitted Use of the Lot the following 14 non-ADA parking spaces located in Row 3 underneath

the solar panels, the twelve (12) spaces in Row 6, the eight (8) spaces in Row 7 nearest the Lot exit, and the first six (6) spaces in Row 4 nearest the solar panels in the Lot will be designated for the Permitted Use, which area is identified by numbers on the attached Exhibit C. The City's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with the City.

2. The term of the Agreement shall be from July 24, 2021 to and including August 11, 2021 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. In consideration for the License herein granted, The City shall pay the District the amount of \$1,330.56 (the "License Fee") during the Term hereof. The License Fee shall be payable before July 24, 2021. The City shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$5 million per occurrence and \$8 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. The City shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, The City shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify the City that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. The City shall provide a certificate within five (5) working days of receiving such notice.

4. The City shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by the City's officers, employees, volunteers, customers, or all persons conducting business with the City. The District shall notify the City of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify the City shall not relieve the

City of its obligations under this Paragraph unless the District's delay makes it impossible for the City to meet such obligations.

5. If the District believes that the City is failing to meet its obligations under this Agreement, the District shall notify the City in writing of the events and/or conditions that it believes constitutes such failure. The City shall immediately correct the deficiencies identified by the District. If the City fails to immediately correct these deficiencies, the District may declare the City in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve the City from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon five (5) days' notice to the other party; provided, however, that the City's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and the City that has been approved by the District's Governing Board.

8. The City may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. The City, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. The City further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state, and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Ruth Quinto, Assistant Superintendent, Fiscal & Business Services
1051 South A Street
Oxnard, California 93030

To the City:

Jessy Tapia, Recreation Supervisor
City of Oxnard | Recreation & Community Services
Oxnard Police Activities League
305 W. Third Street, West Wing, Oxnard, CA 93030

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

By: _____
Name Ruth F. Quinto, CPA
Title: Assistant Superintendent,
Business & Fiscal Services
Date: _____

City of Oxnard

DocuSigned by:
Patricia Garcia
By: _____
Name: Patricia Garcia
Title: BUYER
Date: 7/21/2021 | 1:53 PM PDT
DocuSigned by:
Jason Faragoza
By: _____
Name: Steven M. Fischer
Title: CITY ATTORNEY
Date: 7/21/2021 | 4:20 PM PDT







EXHIBIT C

The following 2021 dates and times for the Permitted Use of the Lot.

July 24, 6:00 AM - 4 :00 PM

July 25, 6:00 AM - 4:00 PM

July 27, 6:00 AM – 4:00 PM

July 28, 6:00 AM – 4:00 PM

July 29, 6:00 AM – 4:00 PM

July 31, 6:00 AM – 4:00 PM

Aug 1, 6:00 AM – 4:00 PM

Aug 3, 6:00 AM – 4:00 PM

Aug 7, 6:00 AM – 6:00 PM

Aug 10, 6:00 AM – 4:00 PM

Aug 11, 6:00 AM – 4:00 PM

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #21-88 – New York University (Torres/Batista)

The agreement between Oxnard School District and New York University will provide relevant training to students from New York University in one or more of the following programs:

- Communicative Sciences and Disorders
- Mental Health & Wellness
- Counseling & Guidance

Term of Agreement: July 6, 2021 through June 30, 2026

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-88 with New York University.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-88, New York University \(9 Pages\)](#)

AFFILIATION AGREEMENT

**New York University
Steinhardt School of Culture, Education, and Human Development**

THIS AGREEMENT is made as of the 5th day of August, 2021 by and between:

New York University, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, 5th Floor, New York, NY 10003 (hereinafter, the “University”), and
Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030 (hereinafter, the “School” and, together with the University, the “Parties”).

WHEREAS, the University’s Steinhardt School of Culture, Education, and Human Development has various educational programs for its students in the fields of health and human development (each, a “Program”); and

WHEREAS, the School has the facilities to provide relevant training to University students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the School and the University desire to affiliate for the purpose of providing training for University students enrolled in a Program of the University.

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. To assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves clinical training. The School has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. To be responsible for scheduling University student placements at the School and informing the School of the number of University students to be assigned placement. The number of University students and placement schedule shall be subject to the approval of the School.

3. To provide an education coordinator who will act as liaison between the University and the School and will correlate the academic and levels of field experience of the University students.

4. To instruct all University students placed at the School of their responsibility for complying with all pertinent rules and regulations of the School of which they are advised.

5. a. To instruct all University students and faculty to maintain the confidential nature of all patient medical records and protected health information (“PHI”) to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any other applicable privacy laws; and

b. to instruct all University students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. To keep all Program-related records and reports pertinent to the University student's clinical experience while at the School (excluding patient identifiable protected health information).

7. To inform each University student assigned to the School that such student is required, upon request, to meet all School requirements for approval to participate in this training. All costs related to requirements for approval to participate in this training are the responsibility of the student. These requirements include the ability, upon request, (i) to provide the School with evidence that he/she is in good general health, as determined by a physical examination, and that he/she is free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter his/her behavior; (ii) to provide the School with evidence of the following:

(a) an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

(b) a ppd (Mantoux) skin test for tuberculosis prior to participation in the training. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(c) if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

(d) a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

(e) proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the University student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

8. That University students placed in the School shall be required to maintain health insurance coverage. Prior to placement in the School, University students may be required to send proof of such coverage to the School upon the request of the School.

B. The School agrees:

1. To provide fieldwork experience to University students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. To provide supervision of the training of each University student by a qualified School staff member whose responsibilities will include orientation of the student to the School, planning of fieldwork experiences, and the evaluation of student performance.

3. To make available to the University students the space, facilities, equipment, and supplies necessary as pertinent to the students' fieldwork experience, to the extent that this will not interfere with the care and treatment being rendered to patients.

4. To permit University students to use the School cafeteria during its normal operating hours, if feasible. University students may be required to pay for their own meals.

5. To provide or arrange for emergency medical care to University students who become ill or injured while on the School's premises, if feasible. The students shall arrange for medical care beyond that of an emergency nature. The University student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

C. The University and the School agree:

1. That the School shall provide each student with training on the safety, security, and emergency preparedness protocols of the School during orientation or prior to beginning the training.

2. That the University shall provide each student with general instruction in the infection control procedures used in health care facility settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The School agrees that, if applicable to the School, as part of each student's orientation to the rules, regulations, policies and procedures of the School, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the School. The School shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student

who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the School requires that students undergo a respiratory fit test in advance of placement, the School will perform such fit tests with the student's prior consent.

3. To comply with applicable federal, state and local laws in connection with this Agreement.

4. To the extent that School receives or otherwise has access to "personally identifiable information" from "education records" of University, as such terms are defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), or creates education records while acting for University, School agrees to comply with the requirements of FERPA and with University's Guidelines for Compliance with FERPA, which are available at www.nyu.edu/apr/ferpa.htm, including without limitation to (i) hold such information in strict confidence and not use or disclose such information except as permitted by this Agreement or as otherwise authorized by University; (ii) provide access to any such information upon request by University and ensure that such information is destroyed or transferred to University, at the request and under the direction of University, when the information is no longer needed for its specified purpose; and (iii) use appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure, and use, and promptly notify University in the event of a security incident that compromises the security of such information. School acknowledges that University has designated School a "University official" pursuant to 34 CFR § 99.31(1)(i)(B) and agrees that it is (i) under the direct control of University with respect to the use and maintenance of University's education records and (ii) subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from such education records.

5. That at no time will they discriminate against any employee, applicant, University Student or School student because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital or parental status, veteran or disabled veteran status or citizenship status.

6. That no University student placed in the School under this Agreement shall in any way be considered an employee or agent of the School or the University, nor shall any University student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the School or the University.

7. That the School reserves the right to screen University students in advance of their placement at the School in connection with the Program.

8. That, upon agreement of the parties, the training experience may be conducted remotely in a manner acceptable to both parties. In the case of an in-person placement, the University retains the right to remove any student from the School immediately if the University determines that conditions at the School are not safe or healthy or are

otherwise unsuitable for the student.

9. That the School retains the right to remove any University student from the School who: (i) endangers the welfare or safety of the School students or employees; (ii) disrupts the business or operations of the School; (iii) fails to comply with the direction of the School staff; (iv) fails to abide by the rules, regulations, policies and procedures of the School; or (v) is not suited to the clinical training in the School's reasonable opinion. The University retains the right to remove any University student from the School who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

10. That, notwithstanding any other provision of this Agreement, the School retains ultimate responsibility for the education and care of its students at all times.

11. Each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate and (ii) commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, with no exclusion for sexual abuse and molestation. Each Party's insurance coverage shall be maintained with a carrier authorized to do business in the respective state(s) or through self-insurance. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage, naming the other party as additional insured as their interests may appear. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the School is an institution operated by a municipality or government agency or municipal or government employees, the School may fulfill the requirements of this Section 11 through insurance provided by or through such legislation covering the school's activities and personnel and otherwise meeting the requirements of this Section 11.

12. That where allowed by law, each party (each an "Indemnifying Party") will defend and indemnify the other party, its affiliated entities and their respective trustees, directors, officers, employees, and representatives (each an "Indemnified Party") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims resulting from or arising out of (i) the negligence or willful misconduct of the Indemnifying Party in connection with this Agreement, including but not limited to claims or allegations of negligent supervision, failure to supervise, or sexual abuse or molestation, or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation. The Indemnified Party will provide the Indemnifying Party with prompt written notice of any claim for which it seeks indemnification under this Agreement, provided that any failure or delay in providing such

notice will not relieve the Indemnifying Party of any obligations under this provision except to the extent such failure or delay prejudices the defense of any such claim. That with respect to third party claims subject to indemnification, the Indemnifying Party will have the right to control the defense of any such claim with counsel that is reasonably acceptable to the Indemnified Party. In defending such claim, the Indemnifying Party will keep the Indemnified Party informed of all material matters relating to the defense of such claim and will not agree to any compromise or settlement of such claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in the defense of such claim. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with counsel of its own choice. This provision shall survive the termination or expiration of the Agreement.

13. That this Agreement becomes effective as of the date first written above and will continue in full force and effect until termination on June 30, 2026. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any University student placed at the School for training up to and including the date of termination shall be permitted to complete his/her assignment.

14. That neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

15. That all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:

Global Affairs & Experiential Learning
Steinhardt School of Culture, Education, and Human Development
New York University
82 Washington Square East, 5th Floor
New York, NY 10003

to the School:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

16. That this Agreement is not for the benefit of any third party.

17. That each of the parties shall perform its obligations hereunder as an independent contractor. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.

18. That this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto. This Agreement supersedes all other prior similar agreements between the Parties in respect of the subject matter hereof.

19. That this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

OXNARD SCHOOL DISTRICT

Signature: _____

Printed Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

NEW YORK UNIVERSITY

Signature: _____

Printed Name: Zack Klim

Title: Executive Director

OFFICE OF GLOBAL AFFAIRS AND EXPERIENTIAL LEARNING
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: _____

Schedule 1
to Affiliation Agreement between New York University and Oxnard School District

Programs

Communicative Sciences and Disorders
Mental Health & Wellness
Counseling and Guidance

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 04, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-90 – School PR Pro (Aguilera-Fort/Shea)

In order to improve communication with a variety of stakeholder groups, School PR Pro will assess communication systems, recommend a communication plan and action steps to address identified needs. This includes, but is not limited to, baseline research to understand current perceptions of Oxnard School District, identifying the most effective ways of communicating across stakeholder groups, developing a districtwide communications plan for sharing information, and listening to stakeholders.

Term of Agreement: July 21, 2021 through June 30, 2022

FISCAL IMPACT:

Not to Exceed \$10,000.00 - Supplemental & Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Special Programs, and the Superintendent, that the Board of Trustees ratify Agreement #21-90 with School PR Pro.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-90, School PR Pro \(2 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Communication Services Contract

This contract is entered into as of the date signed below, by and between the Oxnard School District (OSD), and School PR Pro (SPP). The parties do hereby agree as follows:

1. SCOPE OF WORK & BUDGET

The scope of work and budget are documented in the attached Services Agreement dated July 21, 2021.

2. STAFFING

The Oxnard School District contract will be managed by Trinette Marquis-Hobbs, a communications expert and founder of SchoolPRPro, and Dr. Ginger Shea, Manager of Enrichment and Special Programs. With more than 20 years of experience in the field, Trinette Marquis-Hobbs regularly consults for education agencies and advocacy groups and leads workshops throughout the country on school service, communications, marketing and strategic planning. She is accredited through the Public Relations Society of America and is a part-time communication instructor at CSU Sacramento.

3. TERM OF AGREEMENT

The term for this agreement will begin on July 21, 2021 and terminate on June 30, 2022.

5. GENERAL TERMS & CONDITIONS

This contract includes the general terms and conditions as set forth on the following pages, and both parties, by executing this contract, agree to comply with all such general terms and conditions.

5.1- The relationship of SPP and OSD is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

5.2- Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

5.3- The validity of this Contract and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of California; provided, however, that if any provision of the Contract is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Contract shall otherwise remain in full force.

5.4- Any modification or amendment of any provision of this Contract must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Contract, or the waiver by any party of any breach of this Contract, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Contract. All provisions of this Contract which by their own terms take effect upon the termination of this Contract or by their nature survive termination.

5.5- This Contract, all attached agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to OSD).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the Agreement Date first above written.

OSD

Contact Name: Lisa A. Franz

Contact Title: Director, Purchasing

Address: 1051 S A St

Oxnard, CA 93030

SPP

Contact Name: Trinette Marquis

Contact Title: Owner

Address: 130 Cakebread Circle

Sacramento, CA 95835

Oxnard School District

Proposed Communication Services - July 2021

July 21, 2021

OVERVIEW

In an effort to improve communication with a variety of stakeholder groups, Oxnard School District is interested in development of a comprehensive communication plan and associated systems.

GOALS

1. Conduct baseline research to understand current perceptions of Oxnard School District and discover the most effective ways of communicating across stakeholder groups
2. Develop a districtwide communications plan for sharing information about Oxnard School District and listening to stakeholders
3. Create communication systems that allow for easy and effective ongoing communication

SCOPE OF WORK

Based on an initial discussion of the district's immediate needs, the following projects and estimated hours have been tentatively identified. After the initial research has been completed, Oxnard School District may want to add other projects or adjust the priorities based on the feedback received.

- Baseline research Up to 18 hours/\$2,250
 - Develop an annual stakeholder survey that will set a baseline of data for knowledge or programs, perceptions, perceived strengths and weaknesses, preferred methods of communication (5 hours)
 - Implement digital survey among stakeholder groups and provide written version for district translation and distribution as needed (3 hours)
 - Analyze results and prepare a report for the district (5-8 hours)
 - Provide language for ongoing annual surveys (2 hours)
- Comprehensive communications plan Up to 10 hours/\$1,250

-
- Based on the research, develop a comprehensive communications plan for Oxnard School District to include key audiences, objectives, messaging, tactics and evaluation methods (6-10 hours)
 - Website Guidance Up to 10 hours/\$1,250
 - Review potential technology options and provide report of suggestions (3-5 hours)
 - Assist in development of technology RFP, job description, and/or website development contract as needed (3-5 hours)
 - Communication systems Up to 10 hours/\$1,250
 - Develop annual content calendar, communication worksheet, and communication protocol sheet (6-10 hours)
 - Provide additional training on systems as needed (hours TBD)
 - Marketing materials Up to 5 hours/\$625
 - Conduct audit of current materials and provide general recommendations for potential materials and content (3-5 hours)
 - Develop materials and provide print/publish files to Oxnard School District (hours TBD)

STAFFING

The Oxnard School District contract will be handled by Trinette Marquis, APR, a communications expert and founder of SchoolPRPro. With more than 20 years experience in the field, she regularly leads workshops for school public relations professionals and educators on communications, marketing, and strategic planning. She is accredited through the Public Relations Society of America and a past president of the California School Public Relations Association.

PRICING

The School PR Pro general hourly rate is \$125. The amounts provided in this proposal are estimated ranges and total \$5,375. However, due to the nature of the work there are several areas that are not yet assigned a range. In an effort to ensure enough resources to complete the necessary work, a total of \$10,000 will be contracted. If the work requires less time than expected, Oxnard School District will only be charged for the necessary hours. If the project needs more hours than expected, Oxnard School District will be consulted for their preference to change the scope of the work or to add additional hours.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section D: Action Items

Approval and Adoption of Resolution #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School (Quinto/CFW)

The Oxnard School District's (District) Master Construct and Implementation Program (Program) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

As part of the District's Program, the Christa McAuliffe Elementary School project includes improvements to existing facilities at 3300 West Via Marina Avenue. The District intends to submit a modernization funding application to the State of California for improvements to Christa McAuliffe Elementary School as eligible.

The Office of Public School Construction (OPSC) administers the State Allocation Board's (SAB) SFP, which governs the State aid program. The OPSC has received project funding applications which are requesting SFP grant amounts in excess of the State's current Bond authority to fund New Construction and Modernization projects. New Construction and Modernization applications received are now entered into the "Applications Received Beyond Bond Authority List".

All New Construction applications received on or after September 12, 2018 and Modernization applications received on or after February 28, 2019 are subject to the regulations and processing procedures as outlined in SFP Regulations Section 1859.95 and 1859.95.1 "Acceptance of Applications When Funding is Unavailable". After applications are received and date stamped, the OPSC will review the application to confirm all required documents are included. Application packages that include all required documentation are identified as Approved Applications.

Approved Applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and

the acceptance of the applications does not provide a guarantee of future State funding.

FISCAL IMPACT:

No identified Fiscal Impact at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees adopt Resolution # #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School.

ADDITIONAL MATERIALS:

Attached: [Resolution #21-02 \(2 pages\)](#)

RESOLUTION NO. 21-02

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR IMPROVEMENTS TO CHRISTA MCAULIFFE ELEMENTARY SCHOOL

WHEREAS, the Board of Trustees ("School Board") has determined that school facilities within the Oxnard School District (the "District"), within Ventura County need to be improved; and

WHEREAS, improvements are needed at Christa McAuliffe Elementary School located at 3300 West Via Marina Avenue, Oxnard, CA; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California for improvements to Christa McAuliffe Elementary School as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Oxnard School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted application(s), the School District must apply for financial hardship status.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Christa McAuliffe Elementary School improvements funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District's Superintendent or Superintendent's designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 4th day of August, 2021, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Cordes:				
Clerk Robles-Solis:				
Trustee Madrigal Lopez:				
Trustee Lopez:				
Trustee Martinez:				

Debra M. Cordes
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on August 4, 2021.

Veronica Robles-Solis
Clerk of the Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section D: Action Items

Approval and Adoption of Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School (Quinto/CFW)

The Oxnard School District's (District) Master Construct and Implementation Program (Program) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

As part of the District's Program, the Emilie Ritchen Elementary School project includes improvements to existing facilities at 2200 Cabrillo Way. The District intends to submit a modernization funding application to the State of California for improvements to Emilie Ritchen Elementary School as eligible.

The Office of Public School Construction (OPSC) administers the State Allocation Board's (SAB) SFP, which governs the State aid program. The OPSC has received project funding applications which are requesting SFP grant amounts in excess of the State's current Bond authority to fund New Construction and Modernization projects. New Construction and Modernization applications received are now entered into the "Applications Received Beyond Bond Authority List".

All New Construction applications received on or after September 12, 2018 and Modernization applications received on or after February 28, 2019 are subject to the regulations and processing procedures as outlined in SFP Regulations Section 1859.95 and 1859.95.1 "Acceptance of Applications When Funding is Unavailable". After applications are received and date stamped, the OPSC will review the application to confirm all required documents are included. Application packages that include all required documentation are identified as Approved Applications.

Approved Applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

FISCAL IMPACT:

No identified Fiscal Impact at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees adopt Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School.

ADDITIONAL MATERIALS:

Attached: [Resolution #21-03 \(2 pages\)](#)

RESOLUTION NO. 21-03

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR IMPROVEMENTS TO EMILIE RITCHEN ELEMENTARY SCHOOL

WHEREAS, the Board of Trustees ("School Board") has determined that school facilities within the Oxnard School District (the "District"), within Ventura County need to be improved; and

WHEREAS, improvements are needed at Emilie Ritchen Elementary School located at 2200 Cabrillo Way, Oxnard, CA; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California for improvements to Emilie Ritchen Elementary School as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Oxnard School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted application(s), the School District must apply for financial hardship status.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Emilie Ritchen Elementary School improvements funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District's Superintendent or Superintendent's designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 4th day of August, 2021, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Cordes:				
Clerk Robles-Solis:				
Trustee Madrigal Lopez:				
Trustee Lopez:				
Trustee Martinez:				

Debra M. Cordes
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on August 4, 2021.

Veronica Robles-Solis
Clerk of the Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Stephanie Gutierrez (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Stephanie Gutierrez to serve as a Speech Language Pathologist for the 2021-22 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 04, 2021

Agenda Section: Section D: Action Items

Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent (Cordes)

The Board completed the evaluation of the Superintendent in June 2021. Considering the positive evaluation of the Superintendent, Board President Cordes recommends the approval of a salary increase of 4% and an extension of the Superintendent's current contract term to June 30, 2025.

FISCAL IMPACT:

\$9,400 annually, to be paid out of the General Fund.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Second Amendment to the Employment Agreement Between the Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent, as presented.

ADDITIONAL MATERIALS:

Attached: [Second Contact Amendment \(1 page\)](#)

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE
OXNARD SCHOOL DISTRICT AND DR. KARLING AGUILERA-FORT,
SUPERINTENDENT**

This Second Amendment to the Employment Agreement (“Second Amendment”) is made and entered into this 4th day of August 2021 between the Oxnard School District (“District”) and Dr. Karling Aguilera-Fort, Superintendent (“Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2019 and the First Amendment amended effective July 1, 2020 as follows:

Article 1 TERM

1 TERM OF AGREEMENT: The District hereby employs the District Superintendent and the District Superintendent agrees to be employed as Oxnard School District Superintendent for a term of four (4) years commencing July 1, 2021, and ending June 30, 2025, subject to the terms and conditions set forth herein. For purposes of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be four (4) years.

Article 4 Salary

Article 4, Section 4.1.2 shall be added as follows:

4.1.2 The salary of the Superintendent shall be increased by four (4) percent beginning on July 1, 2021.

For the Board of Trustees:

By: _____
Debra M. Cordes, Board President

Date of Acceptance: _____

Dr. Karling Aguilera-Fort, Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP 3511.1 Integrated Waste Management (Quinto/Lugotoff)

The administration is recommending a revision to BP 3511.1 Integrated Waste Management. This update will align Oxnard School District policy with current California regulation to conserve natural resources and protect the environment. Newly enacted SB 1383 specifically addresses the reduction of the disposal of organic waste and requires school districts to implement processes to divert compostable materials away from landfills.

Policy changes are reflected as follows: deleted language is indicated by ~~striketrough~~-font, and added language is indicated by *italicized* font.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

None at this time. BP & AR 3511.1 will be presented for second reading and adoption at the next Board meeting of August 25, 2021.

ADDITIONAL MATERIALS:

Attached: [BP 3511.1 \(2 pages\)](#)

INTEGRATED WASTE MANAGEMENT

The ~~Governing Board of Trustees~~ believes that the conservation of water, energy and other natural resources, ~~as well as the protection of the environment, and the implementation of an effective waste diversion program are connected to the district's educational mission and~~ are essential to the health and well-being of the community. The Superintendent or designee shall ~~may~~ develop and implement a cost-effective, an integrated waste management program ~~that incorporates the principles of green school operations. to reduce waste, conserve natural resources and protect the environment.~~

(cf. 0100 - Philosophy)
(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3514 - Environmental Safety)
(cf. 3514.2 - Integrated Pest Management)

The ~~district's integrated waste management program may~~ shall include specific strategies designed to promote waste management practices of source reduction, recycling, and composting to help the district reduce and recycle solid and organic waste, properly dispose of potentially hazardous materials, ~~generation and~~ improve efficiency in ~~using~~ the use of natural resources, and minimize the impact of such use on the environment. The program shall address ~~in~~ all areas of the district's ~~its~~ operations-, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)
(cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county and state agencies ~~and other public or private agencies~~ in developing and implementing the district's integrated waste management program.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 7131 - Relations with Local Agencies)

The Superintendent or designee ~~may~~ shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reducing incentives.

The Superintendent or designee may provide appropriate ~~educational and~~ training opportunities to students and staff regarding the benefits and methods of conserving natural resources and ~~protecting the environment.~~ the manner in which integrated waste management strategies impact such efforts.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6142.5 - Environmental Education)
(cf. 6142.93 - Science Instruction)

INTEGRATED WASTE MANAGEMENT (continued)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference:

EDUCATION CODE

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25422 Energy conservation assistance

40050-40063 Integrated waste management ~~act~~

41780-41786 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 Schoolsite source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

42649.8-42649.87 Recycling of organic waste

Management Resources:

~~*A District-wide Approach to Recycling A Guide for School Districts, Pub. # 500-94-009*~~

~~*Seeing Green through Waste Prevention A Guide for School Districts, Pub. # 500-94-010*~~

~~*Going Beyond Recycling, Buying Recycled A Guide for School Districts, Pub. # 322-95-001*~~

~~*Reusable School News*~~

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY PUBLICATIONS

Frequently Asked Questions

Recycling and Organics Recycling Guide for Schools Poster

Where to Put It: Recycling, Composting, and Trash Bin Signage

WEB SITES

CSBA: <http://www.csba.org>

California Department of Resources Recycling and Recovery:

<https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dsa.ca.gov>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. ~~EPA~~ Environmental Protection Agency: <http://www.epa.gov>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, First Reading

RISK MANAGEMENT/INSURANCE – BP and AR 3530: Revisions (Torres/Magaña)

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review the attached policy and regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3530 Risk Management/Insurance revision \(two pages\)](#)

[AR 3530 Risk Management/Insurance revision \(three pages\)](#)

RISK MANAGEMENT/INSURANCE

The Board of Trustees ~~strongly supports a risk management program that protects district resources and~~ **desires to** promote the safety of students, staff, and the public **while protecting district resources.**

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection **against loss which may occur due to hazards facing the district.** To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means. **Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.**

~~The Board reserves the right to remove an insurance agent of record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.~~

To ~~attempt to~~ minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ~~ensure that~~ **enforce** these policies and related procedures ~~are enforced~~ fairly and consistently. **The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

~~*(cf. 4132/4232/4332 - Publication or Creation of Materials)*~~

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

~~*(cf. 4158/4258/4358 - Employee Security)*~~

(cf. 5142 - Safety)

~~*(cf. 5141.4 - Child Abuse Prevention and Reporting)*~~

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~*(cf. 6162.6 - Use of Copyrighted Materials)*~~

(cf. 9260 - Legal Protection)

The Superintendent or designee shall **periodically** report to the Board ~~twice a year~~ on the district's risk management activities, **including, but not limited to, the district's property and**

RISK MANAGEMENT/INSURANCE (continued)

liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

39837 Transportation of **pupils students** to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by district

831.7 Hazardous recreational activities

989-991.2 Local public entity insurance

LABOR CODE

3200-4855 Workers' compensation

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: <https://www.cajpa.org>

California Association of School Business Officials: <https://www.casbo.org>

California Department of Industrial Relations, Division of Occupational Safety and Health:
<https://www.dir.ca.gov/dosh>

Public Agency Risk Management Association: <https://www.parma.com>

Policy
adopted: October 19, 2011
revised: August 25, 2021

OXNARD SCHOOL DISTRICT
Oxnard, California

RISK MANAGEMENT/INSURANCE

Risk Management

The Superintendent or designee, *in consultation with risk management, insurance, safety, or other professionals as appropriate*, shall take action to:

1. Identify the risks inherent in ~~the operation of~~ district *operations and* programs, *including physical sites, educational and experiential programs, computer networks and systems, employment and staffing, and transportation services, using methods that may include, but are not limited to, physical inspections, surveys, staff interviews, compliance reviews, contract reviews, review of policies and procedures, and consultation with experts*
2. ~~Assess the above risks and keep records of accidents, losses and damage~~ *Analyze, evaluate, and prioritize identified risks based on the frequency and likelihood of the risk and the potential impact to the district*
3. ~~Mitigate risks through loss control and safety related activities~~ *Develop strategies to reduce or mitigate identified risks, such as new or modified policies, processes, or procedures; training or loss prevention programs; and/or additional or repairs to equipment, real property, computer networks, or other physical assets*
4. ~~Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts~~ *Implement strategies to promote safety and prevent loss, taking into account the nature of the risks, the associated exposures, and the costs and benefits associated with the proposed response*
5. *Mitigate potential loss following an incident through activities such as effective claims management, litigation management, disaster recovery, or a modified duty program for workers' compensation*

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1330 - Use of School Facilities)
(cf. 4157/4257/4357- Employee Safety)
(cf. 5142 - Safety)

The Superintendent or designee shall advise the Governing Board of any needed action requiring Board approval.

Following any incident resulting in potential or actual harm or injury to a person or damage to property, staff shall promptly document the date and time of the incident, a description of the incident, and any persons present.

RISK MANAGEMENT/INSURANCE (continued)

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees shall be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

~~(cf. 0450 Comprehensive Safety Plan)~~
~~(cf. 1240 Volunteer Assistance)~~
~~(cf. 1330 Use of School Facilities)~~
~~(cf. 3400 Management of District Assets/Accounts)~~
~~(cf. 3430 Investing)~~
~~(cf. 3440 Inventories)~~
~~(cf. 3512 Equipment)~~
~~(cf. 3514 Environmental Safety)~~
~~(cf. 3514.1 Hazardous Substances)~~
~~(cf. 3515.4 Recovery for Property Loss or Damage)~~
~~(cf. 3516 Emergencies and Disaster Preparedness Plan)~~
~~(cf. 3541.1 Transportation for School Related Trips)~~
~~(cf. 3543 Transportation Safety and Emergencies)~~
~~(cf. 4112.42/4212.42/4312.43 Drug and Alcohol Testing for School Bus Drivers)~~
~~(cf. 4119.42/4219.42/4319.42 Exposure Control Plan for Bloodborne Pathogens)~~
~~(cf. 4157/4257/4357 Employee Safety)~~
~~(cf. 4212.5 Criminal Record Check)~~
~~(cf. 5131.1 Bus Conduct)~~
~~(cf. 5131.61 Drug Testing)~~
~~(cf. 5141 Health Care and Emergencies)~~
~~(cf. 5141.22 Infectious Diseases)~~
~~(cf. 5142 Safety)~~
~~(cf. 6145.2 Athletic Competition)~~
~~(cf. 6153 School Sponsored Trips)~~
~~(cf. 9260 Legal Protection)~~

Insurance

Insurance **or risk pooled** coverage shall include, but ~~may~~ not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. ~~Fire insurance for buildings, equipment and vehicles~~ **Insurance against fire or other property damage** (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance **for employees whose duty includes handling district funds, and other employees as needed** (Education Code 41021)

RISK MANAGEMENT/INSURANCE (continued)

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5143 - Insurance)

~~A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)~~

~~*(cf. 1330 - Use of School Facilities)*~~
~~*(cf. 4154/4254/4354 - Health and Welfare Benefits)*~~
~~*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*~~
~~*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*~~
~~*(cf. 5143 - Insurance)*~~
~~*(cf. 9260 - Legal Protection)*~~

Regulation
approved: October 19, 2011
revised: August 25, 2021

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, First Reading

HEALTH EXAMINATIONS: Tuberculosis Tests – AR 4112.4, 4212.4, 4312.4: Revision (Torres)

The regulation has been updated to reflect new laws and regulations, as recommended by the California School Board Association (CSBA). New language is identified in red italics and yellow high-lights, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the revised regulation, as presented.

ADDITIONAL MATERIALS:

Attached: [AR 4112 Health Exams_TB revisions \(five pages\)](#)

All Employees

AR 4112.4(a)

4212.4

HEALTH EXAMINATIONS

4312.4

Tuberculosis Tests

No applicant shall be initially employed *by the district, or employed under contract*, in a classified or certificated position unless, within the past 60 days, he/she has submitted *a tuberculosis risk assessment and, if tuberculosis risk factors are identified has submitted* to an intradermal or other *approved* tuberculosis ~~test~~ *examination* licensed by the Food and Drug Administration *to determine that he/she is free of infectious tuberculosis and, if the results of the examination are that* ~~test was~~ positive, has subsequently obtained an X-ray of the lungs. *At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment.*

Prior to employment by the district, an applicant shall submit to the district a certificate from *an authorized health provider* signed by the examining licensed physician showing *indicating that the applicant was assessed and/or examined and found to be* ~~he/she is~~ free of ~~active infectious~~ tuberculosis. (Education Code 49406; 5 CCR 5503)

~~The cost of the pre-employment tuberculosis examination shall be paid by the district.~~ *Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)*

An applicant who was previously employed in another California school district *or private or parochial school* ~~shall be deemed to have~~ *may* fulfilled the tuberculosis examination requirement either by producing a certificate showing that he/she was *found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis* or by having his/her previous school district employer verify that it has on file a certificate ~~which contains that evidence~~ *showing that the applicant is free from infectious tuberculosis.* (Education Code 49406)

~~Thereafter,~~ Every district employee who *was found free of infectious* ~~tests negative~~ shall undergo a tuberculosis *risk assessment, and an examination whenever risk factors are identified*, ~~examination~~ at least once every four years, or more often if so directed by the Board of Trustees upon recommendation of the county health officer, ~~for as long as the employee's test remains negative.~~ *However, once a* ~~An employee has~~ *with a* documented positive test for tuberculosis infection *followed by an x-ray, he/she* shall no longer be required to submit to the ~~examination~~ *tuberculosis risk assessment* but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

~~Tuberculosis tests for employees shall be provided by the district or at district expense. (Education Code 44839, 45122, 49406)~~

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is

HEALTH EXAMINATIONS (continued)

reimbursable to the employee. (Education Code 49406)

Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)

If an employee's religious belief prevents him/her from undergoing a tuberculosis examination, the employee shall file an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge or belief, he/she is free from active tuberculosis. In order to exempt the individual, the Board shall determine by resolution, after a hearing, that the health of students would not be jeopardized. (Education Code 49406)

The Superintendent or designee may exempt a pregnant employee from the requirement that a positive tuberculin test be followed by an X-ray of the lungs, for a period not to exceed 60 days following termination of the pregnancy. (Education Code 49406)

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

- 1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis*

Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is afflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.

- 2. A classified employee who is employed for less than a school year and whose functions do not require frequent or prolonged contact with students*
- 3. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy*
- 4. A private contracted driver who transports students infrequently without prolonged contact with students*

HEALTH EXAMINATIONS (continued)

Medical Certification for Communicable Diseases for Certificated Employees

~~The Board shall not fill a position requiring certification with an applicant who has not previously been employed in a certificated position in California or a retirant who has not been employed as a retirant, unless the district has on file a medical certification completed and submitted by a physician, physician assistant, registered nurse, or commissioned medical officer. (Education Code 44839 and 44839.5)~~

~~(cf. 4117.14/4217.14—Postretirement Employment)~~

~~The medical certification shall certify that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. The medical examination referred to in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)~~

~~(cf. 4119.41/4219.41/4319.41—Employees with Infectious Disease)~~

~~Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)~~

~~The Board may require certificated employees and/or retirants to undergo, at district expense, a periodic medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)~~

Examination of Certificated Employees for Disabling Diseases

To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)

The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)

Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)

HEALTH EXAMINATIONS (continued)

Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)

Mental Examination for Certificated Employees

A certificated employee may be suspended or transferred to other duties if the Board has reasonable cause to believe that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties. In such a case, *the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942. The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)*

~~the district shall follow the process specified in Education Code 44942 including the opportunity for the employee to be examined by a panel of psychiatrists or psychologists.~~

~~(cf. 4032 Reasonable Accommodation)~~

~~(cf. 4118 Suspension/Disciplinary Action)~~

Legal Reference:

EDUCATION CODE

44839 Medical certificate; periodic medical examination

448 39.5 Requirements for employment of retirant

44932 Grounds for dismissal of permanent employee

44942 Suspension or transfer of certificated employee on ground of mental illness

45122 Physical examinations

49406 Examination for tuberculosis

BUSINESS AND PROFESSIONS CODE

2700-2838⁷ Nurses

3500-3503.5 ³⁵⁴⁶ Physician assistants

HEALTH AND SAFETY CODE

121525 Private and parochial school employees, examination for tuberculosis

Legal Reference Continued on Next page:

AR 4112.4(e)
4212.4
4312.4

HEALTH EXAMINATIONS (continued)

CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired persons*

5503 *Physical examination for employment of retired persons*

5504 *Medical certification procedures*

COURT DECISIONS

Doe v. Lincoln Unified School District, (2010) 188 Cal.App.4th 758

Leonel v. American Airlines, Inc., (2005) 400 F.3d. 702

Raven v. Oakland Unified School District, (1989) 213 Cal.App.3d 1347

Management Resources:

WEB SITES

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Public Health Institute: <http://www.phi.org>

U.S. Food and Drug Administration: <http://www.fda.gov>

Regulation

approved: November 2, 2011

revised: August 25, 2021

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, First Reading

EMPLOYEE SAFETY – BP and AR 4157, 4257, 4357: Revisions (Torres/Magaña)

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review the attached policy and regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4157, 4257, 4357 revision 08.04.2021 \(two pages\)](#)

[AR 4157 4257 4357 revision 08.04.2021 \(seven pages\)](#)

All Employees

BP 4157(a)

4257

EMPLOYEE SAFETY

4357

The Board of Trustees is committed to maximizing employee safety and believes that workplace safety is **every employee's the** responsibility **of every employee**. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

~~The Board expects a~~ All employees **are expected** to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, ~~he/she~~ **the employee** shall immediately report the problem to the Superintendent or designee.

~~The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.~~

~~(cf. 4117.4 - Dismissal)~~

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **and provide employees with access to such program**, in accordance with law. (Labor Code 6401.7; **8 CCR 3203**)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee shall ~~ensure the ready availability of~~ **make** first aid materials **readily available** at district workplaces and shall make effective provisions, ~~in advance, to prepare~~ for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for **exercising any right regarding employee safety or health specified in Labor Code 6310, including: making a report or**

EMPLOYEE SAFETY (continued)

complaints, instituting proceedings **or causing proceedings to be instituted**, or testifying with regard to employee safety or health, or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7, or **requesting access to injury or illness reports and records, or exercising any other right protected by the Occupational Safety and Health Act (Labor Code 6310).**

*Legal Reference:*EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise standards exposure

1910.1030 Bloodborne pathogens

*Management Resources:*DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONSGuide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005/2011WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.htmlCenters for Disease Control and Prevention: <http://www.cdc.gov>National Hearing Conservation Association: <http://www.hearingconservation.org>National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Policy

adopted: November 2, 2011

revised: August 25, 2021**OXNARD SCHOOL DISTRICT**

Oxnard, California

All Employees

AR 4157(a)
4257
4357

EMPLOYEE SAFETY

The Superintendent or designee shall provide ~~and implement~~ safety devices, ~~and implement~~ safeguards, methods, and processes that are reasonably reasonably ~~adequate to render the employment and place of employment safe and healthful.~~ **necessary for the safety and health of employees in the workplace** (Labor Code 6401)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

(cf. 4261.1 - Industrial Accident/Illness Leave)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

- b. Training and retraining programs
 - c. Disciplinary actions

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4118 - Suspension/Disciplinary Action)

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs

EMPLOYEE SAFETY (continued)

- c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
- a. To all new employees
 - b. To all employees given new job assignments for which training has not previously been received

EMPLOYEE SAFETY (continued)

- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

- 1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee***

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

- 2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program***

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

EMPLOYEE SAFETY (continued)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, **audiogram evaluation and** audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

EMPLOYEE SAFETY (continued)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical Human Resources for advice and consultation on matters of industrial health or injury. Whenever a **district facility or district grounds are workplace is** not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

EMPLOYEE SAFETY (continued)

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

- 1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.*

EMPLOYEE SAFETY (continued)

2. *Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period*
3. *Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:*
 - a. *COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation*
 - b. *Available leave options for exposed employees*
 - c. *Antiretaliation and antidiscrimination protections of the employee*
4. *Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines*

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, First Reading

WORK RELATED INJURIES – AR 4157.1, 4257.1, 4357.1: New (Torres/Magaña)

The regulation has been added to reflect new laws, as recommended by the California School Boards Association. Since this regulation is entirely new, no distinguishing marks have been included to identify new or deleted language.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review the attached regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [AR 4157.1, 4257.1, 4357.1 Work Related Injuries \(three pages\)](#)

WORK-RELATED INJURIES

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

(cf. 3320 - Claims and Actions Against the District)

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

WORK-RELATED INJURIES (continued)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

- 1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.*
- 2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.*

AR 4157.1(c)
4257.1
4357.1

WORK-RELATED INJURIES (continued)

3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

Legal Reference:

EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

LABOR CODE

3200-4856 Workers' compensation, especially:

3212.86 COVID-19: critical workers pre-July 5, 2020

3212.88 COVID-19: critical workers post-July 5, 2020

3550-3553 Employee notice

3600-3605 Conditions of liability

3760 Report of injury to insurer

4600 Provision of medical and hospital treatment by employer

4906 Disclosures and statements

5400-5413 Notice of injury or death

6302 Definition of serious injury or illness

6409.1 Reports

CODE OF REGULATIONS, TITLE 8

15596 Notice of employee rights to workers' compensation benefits

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Workers' Compensation in California: A Guidebook for Injured Workers, 2016

Notice to Employees -- Injuries Caused by Work

Time of Hire Pamphlet

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

California Department of Industrial Relations, Division of Workers Compensation:

<http://www.dir.ca.gov/dwc>

California Department of Public Health: <https://www.cdph.ca.gov>

Regulation

approved: August 25, 2021

Oxnard School District

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, Second Reading

UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revision (Torres)

The policy and regulation have been updated to reflect new laws and regulations, as recommended by the California Department of Education (CDE). New language is identified in red italics, while language that will be deleted has been strikedthrough.

Since the first reading, the regulation has had further updates to reflect new laws and regulations, as recommended by the California School Board Association (CSBA) in their June 2021 policy update. This new language is identified with yellow highlighted black bolded characters, while language that will be deleted has been identified with yellow highlighted strikethroughs.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the revised policy and regulation, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 1312.3 Uniform Complaint Procedures \(ten pages\)](#)
[AR 1312.3 Uniform Complaint Procedures \(19 pages\)](#)

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. *The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.* ~~The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620) A complaint may also be filed regarding violations of state laws or regulations related to pupil fees.~~

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

- 1. Accommodations for pregnant and parenting students (Education Code 46015)*
(cf. 5146 - Married/Pregnant/Parenting Students)
- 2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)*
(cf. 6200 - Adult Education)
- 3. After School Education and Safety programs (Education Code 8482-8484.65)*
(cf. 5148.2 - Before/After School Programs)
- 4. Agricultural career technical education (Education Code 52460-52462)*
- 5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)*
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
- 6. Child care and development programs (Education Code 8200-8498)*
(cf. 5148 - Child Care and Development)
- 7. Compensatory education (Education Code 54400)*
(cf. 6171 - Title I Programs)

UNIFORM COMPLAINT PROCEDURES *(continued)*

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

UNIFORM COMPLAINT PROCEDURES *(continued)*

14. *Migrant education (Education Code 54440-54445)*

(cf. 6175 - Migrant Education Program)

15. *Physical education instructional minutes (Education Code 51210, 51222, 51223)*

(cf. 6142.7 - Physical Education and Activity)

16. *Student fees (Education Code 49010-49013)*

(cf. 3260 - Fees and Charges)

17. *Reasonable accommodations to a lactating student (Education Code 222)*

18. *Regional occupational centers and programs (Education Code 52300-52334.7)*

(cf. 6178.2 - Regional Occupational Center/Program)

19. *School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)*

(cf. 0420 - School Plans/Site Councils)

20. *School safety plans (Education Code 32280-32289)*

(cf. 0450 - Comprehensive Safety Plan)

21. *School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)*

(cf. 0420 - School Plans/Site Councils)

22. *State preschool programs (Education Code 8235-8239.1)*

(cf. 5148.3 - Preschool/Early Childhood Education)

23. *State preschool health and safety issues in license-exempt programs (Education Code 8235.5)*

24. *Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy*

UNIFORM COMPLAINT PROCEDURES (continued)

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

UNIFORM COMPLAINT PROCEDURES (continued)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. *Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)*

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. *Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)*

3. *Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.*

4. *Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)*

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

5. *Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)*

6. *Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)*

7. *Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)*

(cf. 1312.4 - Williams Uniform Complaint Procedures)

~~The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code 200 and 220 and Government Code 11135, in district programs and activities based on actual or perceived characteristics such as race, color, ancestry, nationality, national origin, ethnic group identification, ethnicity, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 4030—Nondiscrimination in Employment)
(cf. 4031—Complaints Concerning Discrimination in Employment)
(cf. 5131.2—Bullying)~~

~~Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, and the development and adoption of the school safety plan. (5 CCR 4610)~~

~~Uniform complaint procedures shall also be used to address any complaints related to violations of state laws or regulations related to pupil fees, deposits, or other charges for participation in educational activities.~~

~~(cf. 0450—Comprehensive Safety Plan)
(cf. 1312.1—Complaints Concerning District Employees)
(cf. 1312.2—Complaints Concerning Instructional Materials)
(cf. 3260—Fees and Charges)
(cf. 3320—Claims and Actions Against the District)
(cf. 3553—Free and Reduced Price Meals)
(cf. 3555—Nutrition Program Compliance)
(cf. 5141.4—Child Abuse Prevention and Reporting)
(cf. 5148—Child Care and Development)
(cf. 6159—Individualized Education Program)
(cf. 6171—Title I Programs)
(cf. 6174—Education for English Language Learners)
(cf. 6175—Migrant Education Program)~~

BP 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

~~(cf. 6178—Career Technical Education)
(cf. 6178.1—Work Based Learning)
(cf. 6178.2—Regional Occupational Center/Program)
(cf. 6200—Adult Education)~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain~~

~~confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

~~In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.~~

~~The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case by case basis.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(cf. 5125—Student Records)
(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.~~

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

- ~~1. Sufficiency of textbooks or instructional materials~~
- ~~2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff~~
- ~~3. Teacher vacancies and misassignments~~

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289-~~32289~~ School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

~~46015~~ Parental Leave for students

~~48853-48853.5~~ Foster youth

~~41500-41513~~ Categorical education block grants

48985 Notices in language other than English

49010-~~49014~~~~49013~~ Student fees

49060-49079 Student records, especially:

~~49069.5~~ Records of foster youth

49490-49590 Child nutrition programs

~~49701~~ Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

~~52160-52178~~ Bilingual education programs

~~51226-51226.1~~~~52300-52490~~ Career-technical education

51228.1-51228.3 Courses periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

~~52300-52462~~ Career technical education

52500-52616.24 Adult schools

~~52800-52870~~ School-based coordinated programs

~~54000-54028~~ Economic impact aid programs

~~54100-54145~~ Miller Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement

~~65000-65001~~ School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

~~11023~~ Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

UNIFORM COMPLAINT PROCEDURES (continued)

3200-3205 Special education compliance complaints

~~3080 Application of section~~

~~4600-467087 Uniform complaint procedures~~

~~4680-4687 Williams uniform complaint procedures~~

~~4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs~~

~~4900-4965 Nondiscrimination in elementary and secondary education programs~~

~~15580-15584 Child nutrition programs complaint procedures~~

UNITED STATES CODE, TITLE 20

~~1221 Application of laws~~

~~1232g Family Educational Rights and Privacy Act~~

~~1681-1688 Title IX of the Education Amendments of 1972~~

~~6301-65767 Title I Improving the Academic Achievement of the Disadvantaged~~

~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~

~~6801-70146871 Title III language instruction for limited English proficient and immigrant students~~

UNITED STATES CODE, TITLE 29

~~2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended~~

~~2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964~~

~~6101-6107 Age Discrimination Act of 1975~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

~~12101-12213 Title II equal opportunity for individuals with disabilities~~

CODE OF FEDERAL REGULATIONS, TITLE 28

~~35.107 Nondiscrimination on basis of disability; complaints~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~99.1-99.67 Family Educational Rights and Privacy Act~~

~~100.3 Prohibition of discrimination on basis of race, color or national origin~~

~~104.7 Designation of responsible employee for Section 504~~

~~106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:~~

~~106.8 Designation of responsible employee for Title IX~~

~~106.9 Notification of nondiscrimination on basis of sex~~

~~110.25 Notification of nondiscrimination on the basis of age~~

~~7101-7184 Safe and Drug-Free Schools and Communities Act~~

~~7201-7283g Title V promoting informed parental choice and innovative programs~~

~~7301-7372 Title V rural and low income school programs~~

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/oepd/sppo>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

OXNARD SCHOOL DISTRICT

adopted: October 19, 2011

Oxnard, California

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; **August 4, 2021.**

UNIFORM COMPLAINT PROCEDURES

*Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in **BP 1312.3, the accompanying Board Policy.***

*(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)*

Compliance Officers

*The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful **discrimination**, (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.*

*(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)*

Assistant Superintendent, Human Resources
(title or position)

1051 South A Street, Oxnard, CA 93030
(address)

(805) 385-1501 ext. 2050
(telephone number)

certificatedhr@oxnardsd.org
(email)

UNIFORM COMPLAINT PROCEDURES (continued)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent ~~if applicable,~~ if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, or bullying); applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during ~~and pending the result of~~ an investigation ~~and while the result is pending~~. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint **except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying,** must be filed no later than one year from the date the alleged violation occurred
4. A statement that **in the case of a UCP** complaint alleging unlawful discrimination, harassment, intimidation, or bullying, **a UCP complaint** must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education CDE for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within ~~15~~ 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting ~~anti~~ discrimination, harassment, intimidation, or bullying laws, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

UNIFORM COMPLAINT PROCEDURES (continued)*Filing of Complaints*

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. *A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)*
2. *Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.*
3. *A UCP complaint, **except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying**, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)*
4. *A complaint alleging unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **The A complaint alleging unlawful discrimination, harassment, intimidation, or bullying** shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)*
5. ***When Aa** complaint alleging unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.*

UNIFORM COMPLAINT PROCEDURES (continued)

6. When **a the** complainant of unlawful discrimination **(such as discriminatory harassment, intimidation, or bullying)** or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation **to resolve the complaint**. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination **(such as discriminatory harassment, intimidation, or bullying)**, the compliance officer shall ensure that all parties agree to **make the mediator a party to permit the mediator access to all** relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

UNIFORM COMPLAINT PROCEDURES (continued)

*In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform **both the** parties of the status of the investigation.*

*To investigate a complaint alleging retaliation or unlawful discrimination **(such as discriminatory** harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offender**(s)**, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.*

*A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or **engagement in** any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. **Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)***

***~~In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation.~~** Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation **~~Failure or refusal of the district to cooperate in the investigation~~** may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)*

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

*For any complaint alleging unlawful discrimination **(such as discriminatory** harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.*

~~This document applies to the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by a local agency of federal or state law or regulations governing educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, and bullying regarding actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics.~~

~~This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.~~

~~Programs or activities in which the Oxnard School District receives state or federal funding are:~~

- ~~● Consolidated Categorical Aid Programs~~
- ~~● Migrant Education~~
- ~~● Child Care and Developmental Programs~~
- ~~● Child Nutrition Programs~~
- ~~● Special Education Programs~~
- ~~● Safety Planning Requirements~~

~~This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local~~

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

~~agency, which is funded directly by, or that receives or benefits from any state financial assistance.~~

~~The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:~~

- ~~1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.~~
- ~~2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing exempt facilities.~~
- ~~3. Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).~~
- ~~4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).~~

~~The responsibilities of the Oxnard School District~~

~~The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.~~

~~Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).~~

~~The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:~~

Name or title: Assistant Superintendent, Human Resources and Support Services

Address: 1051 South A Street, Oxnard, CA 93030

Phone Number: (805) 385 1501 ext. 2050

~~We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.~~

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

~~We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.~~

~~Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.~~

~~Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights (“OCR”) is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:~~

~~San Francisco Office
Office for Civil Rights
U.S. Department of Education
50 Beale Street, Suite 7200
San Francisco CA 94105-1813
Telephone: 415-486-5555
FAX: 415-486-5570; TDD: 1-800-877-8339
Email: ocr.sanfrancisco@ed.gov~~

~~A copy of this UCP complaint policies and procedures document shall be available free of charge.~~

Filing a complaint with the Oxnard School District

~~Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.~~

AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

~~An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying and/or the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than six months from the date the alleged violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.~~

~~The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.~~

~~An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.~~

~~A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)~~

~~If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)~~

~~Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.~~

~~The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to~~

~~AR 1312.3(e)~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~evidence to support the allegations of non-compliance with state and federal laws and/or regulations.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:~~

AR 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

- ~~(1)(i) The findings of fact based on the evidence gathered;~~
- ~~(2)(ii) A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant of law;~~
- ~~(iii) disposition of the complaint;~~
- ~~(iv) the rationale for such disposition;~~
- ~~(3) (v) eCorrective actions, if any are warranted, whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600~~
- ~~(4) (vi) nNotice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610our LEA Decision to the District Superintendent or CDE, and~~
- ~~(5) (vii) pProcedures to be followed for initiating an appeal to CDE the District Superintendent or CDE.~~

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, and bullying),

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian ~~and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English,~~ then the district's response, if requested by the complainant, and ~~the investigation report shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency be written in English and the primary language in which the complaint was filed.~~

For complaints alleging unlawful discrimination based on state law ~~(such as discriminatory~~ harassment, intimidation, and bullying), ~~based on state law,~~ the investigation report shall also include a notice to the complainant that:

- 1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)*
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)*
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.*

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination ~~(such as discriminatory harassment, intimidation, or bullying)~~, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. *Counseling*

(cf. 6164.2 - Guidance/Counseling Services)

AR 1312.3(j)

UNIFORM COMPLAINT PROCEDURES (continued)

2. *Academic support*
3. *Health services*
4. *Assignment of an escort to allow the victim to move safely about campus*
5. *Information regarding available resources and how to report similar incidents or retaliation*
6. *Separation of the victim from any other individuals involved, provided the separation does not penalize the victim*
7. *Restorative justice*
8. *Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation*

*For complaints ~~of involving~~ retaliation or unlawful discrimination ~~(such as discriminatory harassment, intimidation, or bullying)~~, **involving a student as the respondent**, appropriate corrective actions that **focus on a student offender** may **be provided to the student** include, but are not limited to, the following:*

1. *Transfer from a class or school as permitted by law*
2. *Parent/guardian conference*
3. *Education regarding the impact of the conduct on others*
4. *Positive behavior support*
5. *Referral to a student success team*

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

AR 1312.3(k)

UNIFORM COMPLAINT PROCEDURES (continued)

When an employee is found to have committed retaliation or unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination ~~(such as discriminatory~~ harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, **51228.3**, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, **by engaging in reasonable efforts**, shall attempt in good faith, ~~by engaging in reasonable efforts~~, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

*The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including **as-at** least one of the following: (5 CCR 4632)*

- 1. The district failed to follow its complaint procedures.*
- 2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.*

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

- 3. The material findings of fact in the district's investigation report are not supported by substantial evidence.*
- 4. The legal conclusion in the district's investigation report is inconsistent with the law.*
- 5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.*

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

- 1. A copy of the original complaint*
- 2. A copy of the district's investigation report*
- 3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator*
- 4. A report of any action taken to resolve the complaint*
- 5. A copy of the district's UCP*
- 6. Other relevant information requested by CDE*

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

~~*In each license-exempt CSPP classroom,*~~ *In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district* notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. *For the purpose, the Superintendent or designee may download and post a notice available from the CDE web site.* (Education Code 8235.5; 5 CCR ~~4690~~ 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which

AR 1312.3(m)

UNIFORM COMPLAINT PROCEDURES (continued)

CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, ~~and shall~~ contain a space to indicate whether the complainant desires a response to the complaint and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8235.5; 5 CCR 4690)

*If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. **The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority*** (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

(cf. 1340 – Access to District Records)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

~~Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.~~

~~Additionally a complainant may also appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the CDE—Office of Equal Opportunity by filing a written appeal within 15 days after receiving the Decision.~~

AR 1312.3(f)

UNIFORM COMPLAINT PROCEDURES

~~The written appeal shall specify the reason(s) for appealing the decision and include a copy of the Decision.~~

~~The California Department of Education can be contacted at:~~

Office of Equal Opportunity
California Department of Education
1430 N Street
Sacramento CA 95814
Phone: 916 445 9174

Faeximile: 916-324-9818

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

State and Federal Laws cited:

1. ~~34 Code of Federal Regulations [CFR] §§ 300.510-511~~
2. ~~California Code of Regulations [CCR] Title 5 §§ 4600-4687~~
3. ~~California Code of Regulations [CCR] Title 5 § 4610(b)~~
4. ~~California Code of Regulations [CCR] Title 5 § 4622~~
5. ~~California Code of Regulations [CCR] Title 5 §§ 4630-4631~~
6. ~~California Education Code [EC] §§ 200, 220, 262.3~~
7. ~~California Education Code [EC] § 262.3(d)~~
8. ~~California Education Code [EC] § 35186~~
9. ~~Government Code [GC] §§ 11135, 11138~~

Regulation

approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; **August 4, 2021**

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: August 04, 2021

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption – Revisions to BP 3100 – Budget (Quinto)

The administration is recommending revisions to BP 3100 – Budget to reflect and incorporate changes as recommended by the California School Boards Association (CSBA).

BP 3100 also includes language to establish a minimum reserve for economic uncertainties as referenced and recommended by several state and national agencies: CSBA; the Government Finance Officers Association (GFOA); the Governor’s Office; School Services of California (SSC); and, the credit rating agencies.

Adequate financial reserves provide the opportunity to stabilize the district’s fiscal position. Reserves provide options to respond to unexpected circumstances and a buffer when faced with fiscal challenges. Reserves protect the district from changes in state funding either from economic volatility and/or continued declining enrollment, as well as from unanticipated increases in expenditures. Maintaining adequate reserves mitigates these risks and provides stability and continuity of operations for the Oxnard community, and prudent planning for potential future capital investment.

For comparison, as most recently reported to the California Department of Education, the average reserve levels for all elementary school districts in the state of California was 22.7% (2019/20). Additionally, the Government Finance Officers Association recommends as a baseline, unrestricted reserves at 16.7% adjusted for local risk factors (recommended by CSBA). With the second interim budget report, Oxnard Unified reported our reserve for economic uncertainty at 3.2%, and our total unrestricted reserves at 6.7%.

In consideration of the risk factors and recommended guidance described above, the policy recommends a reserve for economic uncertainty at six to ten percent during stable economic times, and three to six percent in volatile economic times.

Policy changes are reflected as follows: deleted language is indicated by ~~striketrough~~ font, and added language is indicated by *italicized* font.

FISCAL IMPACT:

N/A – Estimated reserve levels are within the recommendation included in revised BP 3100.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt BP 3100 as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3100](#) (8 pages)

BUDGET

The ~~Governing Board~~ ~~Board of Trustees~~ recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with *and reflects* the district's vision, goals, ~~and~~ priorities, *local control and accountability plan (LCAP), and other comprehensive plans.* The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

~~The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.~~

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

~~The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.~~*The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)*

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

BUDGET (continued)

~~The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.~~

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall ~~submit~~ ~~develop~~ recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 3350 - Travel Expenses)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

BUDGET (continued)**Budget Criteria and Standards**

~~In developing the~~ The district budget, ~~the Superintendent or designee shall be developed~~ *analyze in accordance with state criteria and standards adopted by the State Board of Education which address estimation of funded specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF-projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee* ~~The budget review shall provide the also identify supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, regarding~~ contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, ~~and the status of labor~~ *collective bargaining agreements, the LCAP, and LCAP expenditures.* (Education Code 33127, 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. *The Board recognizes the importance of maintaining reserve levels during stable and volatile economic times. During the stable times, the district will maintain: a general reserve for economic uncertainty of six percent to ten percent. In volatile economic times: a general reserve for economic uncertainty of three percent to six percent.*

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures. (Education Code 33128.3; 5 CCR 15450)

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

BUDGET (continued)

Fund Balance

The ~~district Board~~ shall ~~adopt a formal resolution that provides for classification~~ *classify* of fund balances in the general fund and is ~~compliant~~ *compliance* with Governmental Accounting Standards Board (GASB) Statement 54., ~~as follows: The resolution also shall:~~

1. ~~Establish specific steps for committing funds that cannot be used for any other purpose unless the Board takes action to remove or change the constraint. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.~~
2. ~~Express the authority of the Board and/or delegate authority to other person(s) to identify intended uses of assigned funds. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.~~
3. ~~Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure. Committed fund balance includes amounts constrained to specific purposes by the Board.~~

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. ~~Address the minimum fund balance in the general fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the general fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.~~

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. *Unassigned fund balance includes amounts that are available for any purpose.*

~~The Board reserves the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.~~

BUDGET (continued)

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of ten percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. ~~4143/4243 - Negotiations/Consultation~~)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.

BUDGET (continued)

The Board ~~shall may~~ approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

~~When the~~ The Superintendent or designee shall annually presents a report to the Board on the estimated accrued but unfunded cost of OPEBs. ~~, the Board shall disclose, as~~ As a separate agenda item at the same meeting, ~~the Board shall disclose whether or not~~ it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims and the actuarial reports upon which the estimated costs are based. As a separate agenda item at the same meeting, the Board shall disclose whether it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

BUDGET (continued)

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools
33127-33131 Standards and criteria for local budgets and expenditures
35035 Powers and duties of superintendent
35161 Powers and duties, generally, of governing boards
42103 Public hearing on proposed budget; requirements for content of proposed budget
42122-42129 Budget requirements
42130-42134 Financial certifications
42140-~~42141~~ 42142 Disclosure of fiscal obligations
42602 Use of unbudgeted funds
42605 Tier 3 categorical flexibility
42610 Appropriation of excess funds and limitation thereon
44518-44519.2 Chief business officer training program
45253 Annual budget of personnel commission
45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Appropriations limit
21710-21716 California Employer's Pension Prefunding Trust Program

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
15440-~~15451~~ 15497 Criteria and standards for school district budgets, supplemental and concentration grant expenditures

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006
Maximizing School Board Governance: Understanding District Budgets, 2006
School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015
~~September 2006~~

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund~~, 2009 Fund Balance Guidelines for the General Fund, September 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Statement 45, Accounting and Financial Reporting ~~by Employers~~ for Post-employment Benefits Other Than Pensions, June 2004
Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009

Management Resources: (continues on next page)

BUDGET (continued)

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fgr>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy
adopted: October 19, 2011
Revised:

OXNARD SCHOOL DISTRICT
Oxnard, California