

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Jarely Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Monica Madrigal Lopez**, Member

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Valerie Mitchell, MPPA**  
Assistant Superintendent,  
Business & Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent,  
Human Resources

## AGENDA REGULAR BOARD MEETING Wednesday, May 3, 2023

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

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

May 3, 2023

## 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 \_\_\_, Rodriguez \_\_\_, Gonzales \_\_\_, Lopez \_\_\_, Robles-Solis \_\_\_

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

Rosario Almanza, Principal, Elm School, will introduce Marisol Lopez Hernandez, 1st grade student in Francisco Perez's & Margarita Ortiz's classes at Elm 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 will be read in English by Adam Reveles, 5th grade student in Patricia Ambriz's class at Elm School, and in Spanish by Milly Tellez, 5th grade student in Arlene Carrillo's & Ivette Zendejas's classes at Elm School.

### A.4. Presentation by Elm School

Rosario Almanza, Principal, Elm School, will provide a short presentation to the Board regarding Elm. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

### A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

### A.6. Study Session - 2022-23 Superintendent Fellows (Aguilera-Fort/Shea)

The Superintendent and the Director, Enrichment & Specialized Programs, will present a study session regarding the 2022-23 Superintendent Fellows.

### A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

### A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 54956.8 of the Government Code:
    - Conference with Real Property Negotiators:
    - Property: Parcel Number 216-0-236-065
    - Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
    - Negotiating parties: Callens Industrial Investments
    - Under negotiation: Price and Terms
  3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
    - Conference with Labor Negotiator:
    - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
    - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
    - Consider the Request to Expel Student
      - Case No. 22-04 (Action Item)
  5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
    - Public Employee(s) Discipline/Dismissal/Release
    - Public Employee Evaluation
      - Principals

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

**A.10. Report Out of Closed Session**

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

**A.11. Adoption and Presentation of Resolution #22-29 - National School Nurse Day, May 10, 2023 (DeGenna/Nocero)**

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #22-29 in recognition of May 10, 2023 as National School Nurse Day.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

**A.12. Adoption of Resolution #22-31 in Recognition of “Teacher Appreciation Week 2023” (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #22-31 “Teacher Appreciation Week 2023”, recognizing May 8-12, 2023 as Teacher Appreciation Week 2022.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.13. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)**

Introduction of newly appointed Oxnard School District administrators:

- David Hubbard, Chief Information Officer

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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

**Section C: CONSENT AGENDA**

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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

**C.1. Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Mitchell)**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees approve the designations of Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services as Representative and Norma Magana, Risk Manager, as Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors.

**C.2. Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)**

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees approve out-of-state conference attendance for Allison Raigoza, Julie Kroener, and Patty Tolle to attend the UNC TEACCH Autism Program in Pittsboro, North Carolina, July 10-14, 2023, in the amount not to exceed \$3,900.00 per person, to be paid out of Special Education, America Rescue Plan (3305) Funds.

**C.3. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Karling Aguilera-Fort to attend the National School Public Relations Association (NSPRA) National Seminar in St. Louis, MO, July 16-19, 2023, in the amount not to exceed \$3,800.00, to be paid out of the General Fund.

**C.4. Personnel Actions (Torres/Lin)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.5. Approval of Agreement #22-235, SPSG, Inc. (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-235 with SPSG, Inc., to support Oxnard School District with the implementation of the Mental Health Service Professional Demonstration (MH) grant program, May 4, 2023 through December 31, 2027, in the amount not to exceed \$375,000.00 for the four-year term, to be paid out of Mental Health Service Professional Grant Funds.

**C.6. Approval of Construction Services Agreement #22-238 with Viola Inc. Constructors to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Construction Services Agreement #22-238 with Viola Inc. Constructors, to provide the Pre-construction portion of the Construction Services Agreement for the Driffill K-8 New Transitional Kindergarten Facilities Project, May 4, 2023 through September 30, 2023, in the amount of \$27,870.00, to be paid out of Master Construct and Implementation Program funds.

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

**C.7. Approval of Agreement #23-08 – Latino Film Institute-Youth Cinema Project (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-08 with the Latino Film Institute-Youth Cinema Project, to work with a class of students at Chavez and Lopez Schools during the 2023-2024, 2024-2025, and 2025-2026 fiscal years to learn how to make movies and support the students in creating their own movie project, including students enrolled in the summer program for the Writing and Steam Camp, August 1, 2023 through June 30, 2026, in the amount not to exceed \$602,431.65 for the three-year term, to be paid out of Title 1 (\$421,702.15) and ELOP (\$180,729.50) funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.8. Ratification of Amendment #1 to Agreement #22-209 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-209 with Educational Professionals of Central California, LLC, to update the rate sheet previously provided for providing psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance, at no additional fiscal impact to the district.

**C.9. Ratification of Agreement #22-233 – Art Trek, Inc. (DeGenna/Smith)**

It is the recommendation of the Principal, Brekke School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-233 with Art Trek, Inc., to provide Site Instructors for on-site/in person art lessons, including materials, to TK-5th grade students at Brekke School, May 1, 2023 through June 9, 2023, in the amount not to exceed \$10,975.00, to be paid out of Title 1/Supplemental Concentration funds.

**Section D: ACTION ITEMS**

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

**D.1. Adoption of the K-5 History/Social Science Curricular Materials (DeGenna/Fox)**

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Teaching and Learning that the Board of Trustees approve the adoption of the K- 5 History/Social Studies Alive Curricular materials as presented, in the estimated amount of \$1,730,000.00, to be paid out of Textbook Supplemental Concentration Grant Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2022-2023 compensation revisions for Management and Confidential employees, in the amount of \$1,504,307.00 for fiscal year 2022-23 and \$105,201.00 for fiscal year 2023-24, to be paid from a combination of General Fund Unrestricted and Restricted resources as applicable.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.3. Approval of Salary Reallocation to 2023 California Minimum Wage - Campus Assistant and Child Nutrition Worker (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees, following the 2023 California Minimum Wage law, approve salary schedule reallocations for Campus Assistant (from range 11.5 to range 13.5) and Child Nutrition Worker (from 13.5 to range 14.5) on the Classified salary schedule.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.4. Approval of Revision of Duties of 19 Classifications and Title Changes of 7 Classifications (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the revision of duties of 19 classifications and title changes of 7 classifications, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.5. Approval of New Classification, Job Functions, and Salary Range of Director of**

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

**Communication and Public Engagement (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Director of Communication and Public Engagement, in the amount of \$116,513 to \$138,425 on the Classified Management Salary Schedule, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.6. Approval of New Classification, Job Functions, and Salary Range for Facilities Support Specialist (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Facilities Support Services Specialist, at an additional cost of \$3,714.00, to be paid from the Ongoing & Major Maintenance Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.7. Approval of New Classification, Job Functions, and Salary Range for Information Systems Data Specialist (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Information Systems Data Specialist, at no additional cost to the district.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**Section E: APPROVAL OF MINUTES**

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



**E.1. Approval of Minutes (Aguilera-Fort)**

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

- April 19, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**Section F: BOARD POLICIES**

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

**F.1. First Reading – Revisions to BB 9270 Conflict of Interest (Mitchell)**

The Assistant Superintendent, Business & Fiscal Services, will present revisions to BB 9270 for First Reading. The revised Bylaw will be presented for Second Reading and Adoption at the May 17, 2023 Regular Board Meeting.

**Section G: CONCLUSION**

**G.1. Superintendent’s Report (3 minutes)**

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

**G.2. Trustees’ Announcements (3 minutes each speaker)**

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

**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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, April 28th, 2023.

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort, Ed.D.

**Date of Meeting:** May 03, 2023

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

### **Study Session - 2022-23 Superintendent Fellows (Aguilera-Fort/Shea)**

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The Superintendent and the Director, Enrichment & Specialized Programs, will present a study session regarding the 2022-23 Superintendent Fellows.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

### **Closed Session**

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1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
  
2. Pursuant to Section 54956.8 of the Government Code:  
Conference with Real Property Negotiators:  
Property: Parcel Number 216-0-236-065  
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services  
Negotiating parties: Callens Industrial Investments  
Under negotiation: Price and Terms
  
3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:  
Consider the Request to Expel Student
  - Case No. 22-04 (Action Item)
  
5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
    - Principals

### **FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

**Reconvene to Open Session (7:00 PM)**

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Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

### **Adoption and Presentation of Resolution #22-29 for National School Nurse Day, May 10, 2023 (DeGenna/Nocero)**

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Recognition of May 10, 2023, as “National School Nurses Day” as proclaimed by the National Association of School Nurses (NASN).

School Nurses are critical support staff members responsible for providing vital links, public and private resources, and programs. Our nurses collaborate with Special Education staff, teachers, administrators, and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education and providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Associate Superintendent, of Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #22-29 in recognition of May 10, 2023, as National School Nurse Day.

#### **ADDITIONAL MATERIALS:**

**Attached:** [#22-29 Resolution- National School Nurse Day, May 10 2023.pdf](#)





**RESOLUTION NO. 22-29  
OXNARD SCHOOL DISTRICT  
BOARD OF TRUSTEES**

*National School Nurse Day*

*May 10, 2023*

**WHEREAS**, students are the future and, by investing in the today, we are ensuring our world for tomorrow; and

**WHEREAS**, families deserve to feel confident that their children will be cared for when they are at school; and

**WHEREAS**, all students have a right to have their physical and mental health needs safely met while in the school setting; and

**WHEREAS**, students today face more complex and life-threatening health problems requiring care in school; and

**WHEREAS**, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 120 years; and

**WHEREAS**, school nurses address the home and community factors (e.g., social determinants) that impact students' health; and

**WHEREAS**, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

**WHEREAS**, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

**WHEREAS**, school nurses are members of school-based teams (e.g., school health services, 504/IEP, disaster/emergency planning) providing care coordination to address the school population; and

**WHEREAS**, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Oxnard School District recognizes School Nurses as important members of the District team, and extends gratitude on behalf of all staff and students, for the loving care and dedication to the welfare of children that School Nurses so generously give each day.

**BE IT FURTHER RESOLVED** that the Board of Trustees encourages the Oxnard community to join all its schools in bringing to the attention of everyone the importance of the work of School Nurses as we celebrate May 10, 2023, as National School Nurse Day.

Adopted this 3<sup>rd</sup> day of May 2023.

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

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

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

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

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

### **Adoption of Resolution #22-31 in Recognition of “Teacher Appreciation Week 2023” (Aguilera-Fort)**

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The Board of Trustees will adopt Resolution #22-31 “Teacher Appreciation Week 2023”, recognizing May 8-12, 2023 as Teacher Appreciation Week 2023.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #22-31 in recognition of Teacher Appreciation Week 2023, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #22-31 Teacher Appreciation Week \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

Resolution #22-31

## ***Teacher Appreciation Week 2023*** ***May 8-12, 2023***

**WHEREAS**, the Board of Trustees recognizes and supports our teachers as essential builders of the future of this society by educating our children every day, and

**WHEREAS**, teachers invest time planning high quality lessons, evaluating progress, mentoring students and reflecting about their own teaching practices, and

**WHEREAS**, teachers, in partnership with parents, instill sound values and good character in our nation's young people; and

**WHEREAS**, teachers adjust, adapt and improve their lessons to meet the needs of their students, and

**WHEREAS**, teachers collaborate with their peers, site and district administration to provide students with the academic and social emotional supports, and

**WHEREAS**, teachers have demonstrated their love, understanding and commitment to be present for each student regardless of her/his/their learning differences.

**THEREFORE, BE IT RESOLVED**, that the Oxnard School District hereby recognizes and honors the contributions of its teachers to quality education and declares the week of May 8-12, 2023 be observed as "***Teacher Appreciation Week 2023***" in the Oxnard School District.

**BE IT FURTHER RESOLVED** that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 3<sup>rd</sup> day of May, 2023.

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

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

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

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

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Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)**

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Introduction of newly appointed Oxnard School District administrator:

- David Hubbard, Chief Information Officer

#### **FISCAL IMPACT:**

Informational only.

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section B: Hearing

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Mitchell)**

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The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- Representative: Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services
- Alternate: Norma Magana, Risk Manager, Risk Management

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Designation of VCSSFA Representative \(1 page\)](#)



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

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

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The Board's approval is requested for three(3) Oxnard School District representatives, Allison Raigoza, Julie Kroener, and Patty Tolle, Special Education staff, to attend the UNC TEACCH Autism Program in Pittsboro, North Carolina, July 10-14, 2023. The conference will allow attendees professional growth in educational strategies for teaching elementary through high school-aged children with autism.

#### **FISCAL IMPACT:**

Not to exceed \$3,900.00 - per person-Special Ed, America Rescue Plan (3305)

#### **RECOMMENDATION:**

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees approve out-of-state conference attendance as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [TEACCH Conference-July 10-14, 2023.pdf](#)





# Five-Day Classroom Training - Elementary Through High School, Ages 6-21 (Pittsboro, NC)

July 10, 2023 – July 14, 2023

Viewing in Eastern Time **Adjust**

Register Now

Already registered?

- About the Event**
- Agenda**
- CEUs**
- Fees**
- Venue**
- Travel**
- FAQs**
- Contact Us**

## About the Event

This five-day course provides a theoretical foundation as well as hands-on opportunities to assess and teach school-aged children on the autism spectrum in a demonstration classroom setting. The premise of this foundation is an understanding of the learning styles of individuals with autism and how to use teaching strategies that capitalize on learning strengths.

An emphasis is placed on the use of Structured TEACCHing principles and other evidence-based practices to teach children and adolescents with autism, skills in the areas of academics, communication, independence, social and leisure, stress reduction routines and coping strategies, and vocational.

Participants will have an opportunity to apply these strategies with students of varying ages and developmental levels in a classroom setting. The training includes presentations, small group discussions, demonstration classroom activities, and hands-on experiences for five consecutive days.

## **Objectives:**

At the completion of training, participants will be able to:

- Understand the unique learning styles of children and adolescents on the autism spectrum;
- Conduct informal assessments to set learning objectives and monitor progress;
- Create meaningful and individualized visual structure for students with autism in both individual and group settings;
- Implement TEACCHing strategies to facilitate communication, academic skills, social and leisure skills, work behaviors and vocational skills;
- Engage in behavioral problem-solving and implement antecedent-based strategies to reduce behavioral difficulties;
- Develop and implement stress reduction routines and coping strategies; and
- Implement strategies for working and collaborating with families of individuals on the autism spectrum.

## **Target Audience:**

This course is designed for educators, psychologists, speech language pathologists, as well as others interested in educational strategies for teaching elementary through high school-aged children with autism.

## **Presenters:**

Training staff will include TEACCH Autism Specialists who provide intervention services to individuals on the autism spectrum in North Carolina as well as training and consultation to professionals worldwide. Training staff will also include teachers, certified consultants, and other autism professionals who work with TEACCH Centers in various regions throughout North Carolina.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort, Ed.D.

**Date of Meeting:** May 03, 2023

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

### **Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

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The Board's approval is requested for Dr. Karling Aguilera-Fort to attend the National School Public Relations Association (NSPRA) National Seminar in St. Louis, MO, July 16-19, 2023. The seminar will provide the Superintendent the opportunity for communications-based professional development created specifically for education leaders.

#### **FISCAL IMPACT:**

Not to exceed \$3,800.00 for registration, travel and lodging, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Karling Aguilera-Fort to attend the National School Public Relations Association (NSPRA) National Seminar in St. Louis, MO, July 16-19, 2023, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Seminar Information \(3 pages\)](#)

# Registration and Hotel Block for the NSPRA 2023 National Seminar Now Open

*Destination Success is the only stop scheduled on the NSPRA 2023 National Seminar train, and we can't wait for you to jump on board!*

Registration is [now open](#) for the [NSPRA 2023 National Seminar!](#)

Join the National School Public Relations Association (NSPRA) and colleagues from across the United States, Canada and beyond on July 16-19, 2023, at the Union Station Hotel in the electrifying city of St. Louis, Mo., for the largest communications-focused professional development event for school public relations professionals and education leaders. *Explore the [Seminar Schedule at a Glance](#).*



**"The NSPRA National Seminar is the best possible professional development you can receive in school PR."**  
*- NSPRA 2022 National Seminar Attendee*

## Save Up to \$130 With the Super Early Bird Registration Rate

**This year's Seminar marks the return of a fully in-person program.** Act now - prices for full Seminar registration increase on April 1! *Association members enjoy significant savings on Seminar registration. Not a member? Join when you [register for the Seminar](#).*

### Full Seminar Registration

Registrant Type	Super Early Bird <i>Register and pay by March 31</i>	Early Bird <i>Register and pay by May 31</i>	Regular <i>Register and pay after May 31</i>
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NSPRA Member	\$695	\$825	\$875
Non-Member	\$895	\$1,015	\$1,065

### Save on Full Seminar Registration With Special Discounts

**Superintendent + Communication Pro Combo:** Register the superintendent first to receive a discount code for \$300 off registration for the school district's communication professional.

**Multi-person Communication Team Rates:** Click "Add Additional Attendees" when prompted before checking out. Each additional registrant from the same district/organization will automatically receive a \$70 discount.

**NSPRA South Central Region and International Discount:** Registrants outside the United States and in Arkansas, Kansas, Louisiana, Missouri, Oklahoma and Texas are eligible for a \$100 discount.

**NEW Guest Registration:** You asked, we listened! New in 2023, guest registration is available at a rate of \$125 for attendees who would like to bring a guest, spouse, partner, etc. to Seminar networking and reception events (see [registration page](#) for full details on what is included with guest registration).

### One-Day and Two-Day Registration

Registrant Type	Superintendents' Special One-Day Track <i>Monday, July 17</i>	One-Day Registration <i>Choose Monday, Tuesday or Wednesday</i>	Two-Day Registration <i>Choose Monday-Tuesday or Tuesday-Wednesday</i>
Member	\$300	\$300	\$550
Non-Member	\$355	\$355	\$595

**Learn More and Register!**

## Come Early and Learn More: Browse Pre-Seminar Workshop Offerings

Maximize your NSPRA 2023 National Seminar experience by registering for [pre-Seminar workshops](#) on July 15-16! These in-depth, information-packed workshops will take place in person at the St. Louis Union Station Hotel. Registration for pre-Seminar workshops can be done during the [Seminar registration process](#).

[Browse Pre-Seminar Workshops](#)

## Plan Your Stay: Book Your Hotel Room Through the NSPRA 2023 Housing Block

All sessions for the NSPRA 2023 National Seminar will take place at the St. Louis Union Station Hotel. The [housing block](#) for the Union Station Hotel is now open, and attendee room rates start at \$190/night. The reservation deadline is June 5 or until the block fills.

Make your reservation [online](#) or call 1-314-231-1234 and identify yourself as an attendee of the NSPRA Seminar to receive the group rate.

[Book Your Room](#)

*We can't wait to meet you in St. Louis!*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Personnel Actions (Torres/Lin)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Personnel Actions 05.03.23 \(2 pgs\).pdf](#)  
[Certificated Personnel Actions 05.03.23 \(1 pg\).pdf](#)

## CLASSIFIED PERSONNEL ACTIONS

**New Hires**

Camacho, Victorianna I	Paraeducator-Special Education, Position #6172 Driffill 5.75 hrs./183 days	04/10/2023
Chavez, Nicole N.	Paraeducator-Special Education, Position #6731 Rose 5.75 hrs./183 days	05/08/2023
De La Cruz, Julia M.	Campus Assistant, Position #3088 Kamala 4.5 hrs./180 days	04/24/2023
Gonzalez, Rosalie A.	Risk Management Specialist, Position #10290 Risk Management 8.0 hrs./246 days	04/24/2023
Govea, Fabiola	Child Nutrition Worker, Position #2189 Itinerant-Fremont 5.0 hrs./185 days	04/24/2023
Luna, Cezar	Custodian, Position #10472 Custodial Services 8.0 hrs./246 days	04/24/2023
Miramontes, Kayly A	Paraeducator-General Education, Position #7228 Chavez 5.0 hrs./183 days	04/17/2023
Mireles, Lilibeth C.	Paraeducator-Special Education, Position #7962 Curren 5.75 hrs./183 days	04/12/2023
Rivera, Rachel G.	Health Assistant, Position #8437 Pupil Services 5.75 hrs./183 days	05/01/2023
Shipp, Tianna L.	Paraeducator-Special Education, Position #2235 Lopez 5.75 hrs./183 days	04/18/2023

**Exempt**

Pollett, Faith	AVID Tutor (substitute)	04/11/2023
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**Limited Term/Substitutes**

Aguas, Esteban	Campus Assistant (substitute)	03/17/2023
Aguas, Esteban	Paraeducator (substitute)	03/17/2023
Flores-Santos, Maria	Campus Assistant (substitute)	03/20/2023
Garcia, Valeria	Campus Assistant (substitute)	03/20/2023
Garcia, Valeria	Clerical (substitute)	03/21/2023
Importante, Victor	Campus Assistant (substitute)	03/20/2023
Jasso, Fatima	Clerical (substitute)	04/14/2023
Juarez Gamino, Jocelyn	Paraeducator (substitute)	03/20/2023
Leivas, Noelani	Paraeducator (substitute)	04/10/2023
Lopez, Monserrat	Paraeducator (substitute)	03/24/2023
Lu, Huiling	Clerical (substitute)	03/31/2023
Mendez, Yessica	Paraeducator (substitute)	03/20/2023
Salas, Lourdes	Campus Assistant (substitute)	04/12/2023
Torres, Selene	Clerical (substitute)	03/20/2023
Verdin Lizarraga, Cinthia	Paraeducator (substitute)	03/20/2023
Zamorano Noh, Janeth C.	Campus Assistant (substitute)	03/20/2023

**Promotion**

Valencia Llamas, Lorena J.	Attendance Accounting Technician, Position #2390 Soria 8.0 hrs./210 days	05/01/2023
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Office Assistant II, Position #10614  
Chavez 8.00 hrs./203 days

**Unpaid Leave of Absence**

Brogdon, Susan C.	Child Nutrition Worker, Position #2153 Child Nutrition Services 5.0 hrs./185 days	04/09/2023
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**Resignations**

Barrera Avila, Juan A.	Grounds Maintenance Worker I, Position #965 Grounds 8.0 hrs./246 days	04/29/2023
Contreras, Luis A.	Grounds Equipment Operator, Position #1371 Grounds 8.0 hrs./246 days	04/21/2023
Gonzalez, Gabriela	Paraeducator-Special Education, Position #9205 Special Education 5.75 hrs./183 days	04/28/2023
Hernandez, Maria D.	Office Assistant II, Position #10621 Lopez 8.0 hrs./203 days	04/30/2023
Rosales Hinojosa, Teresa	Paraeducator-Special Education, Position #11329 Brekke 5.75 hrs./183 days	04/14/2023
Torres, Alfred J.	Campus Assistant, Position #7901 Driffill 5.5 hrs./180 days	04/14/2023

**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**

Healey, Christina	Substitute Teacher	2022/2023 School Year
Martinez, Vanessa	Substitute Teacher	2022/2023 School Year
Olivo, Frank	Substitute Teacher	2022/2023 School Year
Sanchez, Joel	Substitute Teacher	2022/2023 School Year

**Resignation**

Duran, Andres	Principal	06/30/2023
Gankas, Stephanie	Teacher, Multiple Subject	06/16/2023
Miller, Steven	Teacher, Multiple Subject	06/16/2023
Park, Faith	Speech Language Pathologist	06/16/2023
Rubin, Mathew	Principal	06/30/2023
Santoyo, Denella	Speech Language Pathologist	04/18/2023

**Retirement**

Cuilty, Greta	Teacher, Multiple Subject	06/16/2023
Smith, Tammie	Principal	06/30/2023

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Approval of Agreement #22-235, SPSG, Inc. (DeGenna/Nocero)**

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SPSG, Inc. will support Oxnard School District with the implementation of the Mental Health Service Professional Demonstration (MH) grant program according to the evaluation plan.

**Term of Agreement:** May 4, 2023 through December 31, 2027

#### **FISCAL IMPACT:**

Not to exceed \$375,000.00 for the four-year term – Mental Health Service Professional Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-235 with SPSG, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-235, SPSG, Inc. \(24 Pages\)](#)

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

**AGREEMENT #22-235 FOR CONSULTANT SERVICES BETWEEN THE**  
**OXNARD SCHOOL DISTRICT AND**  
**SPSG, INC.**

The Oxnard School District (hereinafter referred to as the "Administrative Agent"), whose address is 1051 South A Street, Oxnard, CA 93030, and *SPSG, Inc.* (hereinafter referred to as the "Agency"), whose address is 731 Trappers Point, Fort Collins, CO, 80524, hereby enter into this contract. For purposes of this contract, the term "parties" means the Administrative Agent and the Agency collectively. The Administrative Agent and the Agency, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions as attested by their signatures below:

**ARTICLE I**  
**Time Performance**

This contract shall be in effect from May 4, 2023 through December 31, 2027, unless this contract is suspended or terminated pursuant to ARTICLE IX prior to the termination date.

**ARTICLE II**  
**Scope of Work**

The purpose of this Contract is for the above aforementioned parties to implement the Mental Health Service Professional Demonstration (MH) grant program according to the evaluation plan. (Attachment A)

- A. Subject to terms and conditions set forth in this contract and any attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), Administrative Agent agrees to purchase, and the Agency agrees to furnish, eligible individuals those specific services detailed in this agreement.
  
- B. The Agency represents that the Agency and services to be provided are in compliance with the MH grant and further represents that the staff

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

assigned to perform the duties as outlined in Attachment A will possess the education, abilities, skills and experience appropriate to undertake the tasks proposed in Attachment A, and will practice within the limits of their professional training and competence.

- C. All Evaluation activities will provided by an employee of SPSPG, Inc.

**ARTICLE III**  
**Compensation for Services**

- A. Unless revised or terminated pursuant to the provisions as set forth in this Contract, this Contract shall remain in full force and be effective for the period of May 4, 2023 through December 31, 2027. The parties to this Contract mutually agree that this Contract will automatically terminate at 12:00 Midnight, December 31, 2027.
- B. As compensation for performance hereunder, the Administrative Agent shall pay the Agency a fixed fee price in the amount of \$375,000.00 for work performed as described in Attachment A in this Agreement.
- C. Reimbursement for services will be done monthly based upon the payment schedule (Attachment B). Monthly reimbursement requires the completion of all required activities and deliverables as outlined in the Scope of Work and submission of an invoice by the Agency. Payment will be made based upon completion of services and invoiced amounts sent to the attention of the Chief Business Officer of the Administrative Agent, and subject to approval of the Administrative Agent's Board of Education, as required under California State law.
- D. The Agency agrees to accept the above amounts as full payment for the services to be performed under this Contract.
- E. Reimbursement for services is contingent on the following:
- a. Availability of funds from the U.S. Department of Education.
  - b. Administrative Agent approval for the dispensing of the MH funds.

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

- F. All payments for the Agency's services shall come from state grant funds, and the parties expressly agree that no such payments will be made from the general fund of the Administrative Agent.

**ARTICLE IV**  
**Independent Contractor and Assignment**

The Agency hereby acknowledges and agrees that it is an independent contractor of Administrative Agent, and that neither the Agency nor its employees shall be considered employees of Administrative Agent. The Agency agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Contract. The Agency further agrees that as an independent contractor that it assumes all responsibility for any state, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this Contract.

**ARTICLE V**  
**Conflict of Interest and Ethics Laws**

The Agency hereby covenants that neither the Agency nor any officer, member or employee of the Agency has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

**ARTICLE VI**  
**Equal Employment Opportunity**

In carrying out this agreement, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.11 of the Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

**ARTICLE VII**  
**Records, Documents and Information**

- A. The Agency shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all expenditures of any nature made in the performance of this contract. Such records may be subject to inspection for the audit required by the Subsidy Agreement between the U. S. Department of Education and Oxnard School District.
  
- B. The Administrative Agent is required to submit reports to the U.S. Department of Education. The Agency will submit any requested information on the date and in the format determined by the Administrative Agent to fulfill reporting requirements.

**ARTICLE VIII**  
**Non-Disclosure of Personal Health Information and Student Records**

All medical records will be safeguarded with confidentiality as required by law. Agency further agrees to abide by all confidentiality and non-disclosure requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g for all student records.

**OXNARD SCHOOL DISTRICT  
Oxnard, California**

**ARTICLE IX  
Amendments, Suspension, Termination, Breach or Default**

- A. This contract shall be modified or amended by written agreement and with the express written approval by authorized representatives of the Administrative Agent and the Agency.
- B. Any inaction by the Administrative Agent for a breach of this Contract by the Agency shall not constitute a waiver of the breach.
- C. In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Contract, and fails to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Contract by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date that the notice of termination is delivered.
- D. The parties further agree that in the event of cessation or reduction of state funding for the grant, this Contract will be terminated immediately (upon cessation), or otherwise modified (upon reduction) to reflect the change in funding. If the Contract is terminated under this sub-section, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date of termination.

**ARTICLE X  
Limitation of Liability and Indemnification**

Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties. The Agency further agrees to



**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

indemnify, defend and hold harmless Administrative Agent from any liability, claims or demands resulting from the actions or inactions of Agency.

**ARTICLE XI**  
**Drug Free Workplace**

The Agency shall comply with all applicable state and state rules, regulations and statutes pertaining to a drug free workplace. The Agency shall make a good faith effort to ensure that all employees of the Agency do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

**ARTICLE XII**  
**Construction**

IN WITNESS THEREOF, the Administrative Agent and the Agency have executed this agreement as of the day and year first above written. The persons signing hereunder represent that they have full authority to do so on behalf of their respective party.

This Contract shall be governed by the laws of the State of California.

Any provision of this Contract which is found to be unlawful will be struck such that the remainder of the Contract may be enforced.

**SPSG, INC.:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Stacey Newton, President  
731 Trappers Point  
Fort Collins, CO 80524  
917-589-6093

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
1051 South A Street  
Oxnard, CA 93030  
805-385-1501

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

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

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

**ATTACHMENT A**

**Attachment A.**

**The Quality of the Project Design stems from a High-Quality Review of Relevant Literature.** The

American Psychological Association states that evidence-based treatment is the practice of integrating the most up to date research available with clinical experience and the client's individual needs and attributes – factors we address with our project design. School-based mental health services have been shown to reduce barriers to treatment that include missing school, transportation, and parental financial concerns. Further studies found school-based mental health treatment programs to be both effective and efficient in addressing mental health concerns and preventing major mental health crises.<sup>i</sup> A state-wide implementation of trauma focused intervention in Washington state found significant reductions in child posttraumatic stress symptoms that suggested the necessity of scaling up of school-based interventions for children with experiences of trauma and posttraumatic stress disorders.<sup>ii</sup> Additionally, lessons learned from school-based trauma and grief-focused treatment groups show promising results on early and sustained intervention efforts.<sup>iii</sup> Research has long asserted that a more positive school climate produces higher academic performance. Recent research done by the Institute of Education Sciences National Center for Educational Evaluation and Regional Assistance examined the longitudinal impact of school climate and found that improvements in the school climate also correlated with improvements in academic performance.<sup>iv</sup> To this end we conducted an extensive review of relevant literature, including The National Center of Safe and Supportive Learning Environments (NCSSLE); the Technical Assistance Center on Positive Behavioral Interventions and Supports; The Final Report of the Federal Commission on School Safety; and U.S. Department of Education’s Parent and Educator Guide to School Climate Resources, which informed our project design. Students often come to school with multiple complex health, mental health, and social service needs. Schools can play an important role in curating healthy environments that seek to prevent and

mitigate the onset of health and mental health conditions. Developing and promoting models in which mental health screening, treatment, and support services are integrated into school settings can help to ensure that students and their families are identified earlier and gain access to treatment and other support services. Research has shown that less than half of children and adolescents with a mental disorder receive the treatment they need. Ensuring there are services and systems available and accessible that support positive social and emotional development early in a child's life is more effective than working to address problems later in life.<sup>v</sup> Therefore, it is important to provide an array of services that are evidence-based and address a child's physical, mental and emotional health. There is solid evidence in support of the impact that school mental health programs can have on academics.<sup>vi</sup> School-based mental health providers offer supports that are essential to creating a school culture in which students feel safe and empowered to report safety concerns, which is proven to be among the most effective school safety strategies. Additionally, in the aftermath of a crisis, school-based mental health service providers implement supports that facilitate a return to normalcy, are sustainable, and can help to identify and work with students with more intense or ongoing needs. However, in school year 2015-16, the Department of Education's Civil Rights Data collected by the National Center for Education Statistics provided evidence that there were not enough school-based mental health service providers in our nation's schools. In December 2018, the Federal Commission on School Safety (FCSS) issued a final report that offered several recommendations for leaders at the local, state, and federal levels on strategies and actions for improving school safety, including expanded access to mental health services. Our Mental Health Service Professional Demonstration grant program activities are directly linked with the recommendations identified in the FCSS by addressing the shortage of mental health service providers in OSD's high-needs schools. Our MHSPD grant program provides funding to support and develop an innovative partnership with our IHE partner to train

graduate students for employment in schools and local educational agencies (LEAs). Our IHE partnership includes a comprehensive staff training program for trauma-informed care by implementing Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and the Racial Trauma Module. The effects of trauma on children are far more pervasive than adults imagine. The National Survey of Children's Exposure to Violence found that over 60% of children surveyed experienced some form of trauma, crime, or abuse in the prior year, with some experiencing multiple traumas. Our MHSPD program includes evidence-based pedagogical practices in mental health services preparation (including CBITS and Racial Trauma Module described above). **Mindfulness based expressive arts** (formal and informal) is a central component of a number of evidence-based psychotherapies, which we will incorporate into our individual and group interventions.

All the programs provided as part of our MHSPD strategy were selected based on their previous success with minority youth and/or their endorsement by the California Department of Education, the California Institute of Mental Health, and are listed on SAMHSA's National Registry of Evidence-Based Programs and Practices. Our MHSPD grant program significantly increases the availability of mental health services to our students and at the same time provides fieldwork opportunities for graduate students pursuing a career in school counseling and exposes these students to real-life practice in a K-12 school environment.

**Our MHSPD Program Demonstrates a Rationale** as defined in 34 CRF 77.1 (c). Our MHSPD program includes ambitious goals, objectives and outcomes that promote continued meaningful improvement for our target population and program participants. The following objectives and measurable outcomes were developed based on the documented need of our students and the identified gaps discussed earlier. The aggregate targets for the end of the federal grant for the GPRA measures are included in section E.

**Goal 1: Expand the Pipeline of Mental Health Providers into School-based Services.**

- Outcome 1.1: Increase the number of graduate school students who successfully complete their fieldwork hours at OSD school sites by 20 annually, for a total of 100 by March 31, 2028, as measured by field work logs and academic records.
- Outcome 1.2: All participating schools will increase their use of evidence-based mental health prevention, intervention, and follow-up support services by engaging in at least 5 grant-funded professional development programs, trainings and/or technical assistance opportunities each year of the project as measured by attendance logs and participant satisfaction surveys.
- Outcome 1.3: Increase the number of Memorandums of Understanding, policies and procedures between OSD, IHEs and community partners that relate to preparing mental health professionals for work in schools by 5 by March 31, 2028, as measured by executed and adopted documents.

**Goal 2: Increase access to school-based counseling.**

- Outcome 2.1: Increase the unduplicated number of school-based mental health service providers employed by schools and LEAs as of the date for each annual reporting period of the grant who have been trained and placed by the grant to provide school-based mental health services. (Performance Measure a)
- Outcome 2.2: Increase the number of school-based mental health service providers employed by schools and LEAs retained on an annual basis by a high-need local educational agency to provide school-based mental health services. (Performance Measure b)
- Outcome 2.3: Increase the ratio of mental health service providers to students by March 31, 2028, as measured by employment records and memorandums of understanding. (Performance Measure c)
- Outcome 2.4: Decrease the attrition rate of school-based mental health services providers for each LEA with a demonstrated need that is participating in the grant by March 31, 2028, as measured by employment records. (Performance Measure d)
- Outcome 2.5: Develop and implement early screening, (SDQ, and PREPaRE) assessment, and referral policies and procedures with 100% of OSD schools conducting a minimum of 500 screenings annually (2,500 by March 31, 2028), as measured by completed forms.
- Outcome 2.6: Increase the number of students receiving school-based mental health referrals who receive mental health services by 456 for a total of 2,280 by March 31, 2028, as measured by referrals, treatment logs, and discharge forms. (Performance measure e)
- Outcome 2.7: Increase the number of hours of school-based mental health services provided by 9,600 hours per year for a total of 48,000 hours by March 31, 2028, as measured by mental health referrals, treatment logs, and discharge forms.
- Outcome 2.8: Increase the number of students showing improvement as indicated by changes measured on the SDQ by 50% by March 31, 2028, as measured by SDQ surveys (pre/post format).
- Outcome 2.9: Decrease the percentage of students who seriously considered suicide during the previous 12 months, by 40% annually as measured by our annual Panorama survey.

Outcome 2.10: Decrease the percentage of students who feel so sad or hopeless that they stopped doing their regular activities for a period of two weeks or more, by 60% annually as measured by our annual Panorama survey.

Outcome 2.11: Decrease the number of 911 calls for harm to self or other regarding OSD students by 25% annually as measured by police records, logs and crime reports.

**Goal 3: Promote Inclusive Practices.**

Outcome 3.1: The number of qualified school-based mental health services providers who are from diverse backgrounds hired as full-time employees will reach five (5) by March 31, 2028, as measured by employment records.

Outcome 3.2: The number of schools that met their goal of increasing the diversity of school-based mental health services providers, including interns, by March 31, 2028, as measured by employment records. (Performance measure f)

Outcome 3.3: The number and percentage of mental health providers hired through the grant who report an increased use of cultural and linguistic practices incorporated into their work will reach 100% by March 31, 2028, as measured by the results of the CLAS survey.

Outcome 3.4: Number and percentage of schools that report an annual improvement in the attendance rate will reach 20 (100%) by March 31, 2028. This will be measured by attendance records.

Outcome 3.5: The number and percentage of schools that report an annual decrease in suspensions will reach 20 (100%) by March 31, 2028. This will be measured by student discipline records.

Outcome 3.6: The number and percentage of schools that report an annual decrease in office disciplinary referrals will reach 20 (100%) by March 31, 2028. This will be measured by student disciplinary records.

Outcome 3.7: Increase the number and percent of schools who improve proficiency rates in ELA and Math by 20 schools by March 31, 2028, as measured by academic records and reports.

The Logic Model represents the theory of action for our MHSPD grant program and identifies key project components that are critical to achieving our stated outcomes and describes the theoretical and operational relationships among the key project components and relevant outcomes. A preliminary Logic Model is included in the Appendix.

**Our MHSPD Program Grant has High Quality and Sufficient Strategies for Ensuring Equal**

**Access and Treatment for Eligible Participants** who are members of groups that have been traditionally underrepresented based on race, color, national origin, gender, age or disability. In carrying out its educational mission, OSD fully ensures the equitable participation of, and appropriate

educational opportunities for, those individuals involved. We can provide reasonable and appropriate accommodations to meet the learning and evaluation needs of a diverse group of students, faculty, and other participants and recognize the impacts of adverse childhood experiences. OSD's MHSPD activities are designed to improve the range, availability, and quality of culturally and linguistically competent, inclusive, and evidence-based school mental health prevention and intervention services by increasing the number and diversity of staff positions, by hiring staff who are diverse and reflective of the community, with expertise or training in violence prevention, trauma-informed care, and healing-centered strategies, and by contracting experts to provide professional development and coaching for all employees on creating culturally and linguistically inclusive and identity safe environments. Our MHSPD includes a robust professional development program to ensure affected students receive referrals to evidence-based treatment that is culturally competent.

**Proposed Training and Professional Development services** are likely to alleviate the personnel shortages that are the focus of our proposed project. We will achieve our training objectives in three ways: 1) contract with MBD Unlimited to provide cultural and linguistic competence classes to all district, school, and mental health staff, including interns. MBDU's classes are aligned with the evidence-based CLAS standards set by SAMHSA, which include a comprehensive set of 15 action steps that provide a blueprint for individuals and mental health care providers to implement culturally and linguistically appropriate services, or CLAS. CLAS are services that are respectful of and responsive to the health beliefs, practices, and needs of diverse clients. Implementing CLAS standards can improve access to behavioral and mental health care, promote quality behavioral and mental health programs and practices, and ultimately reduce persistent disparities in mental health and substance use disorder treatment for underserved communities. MBD's training will also include workshops for Diversity, Equity and Inclusion (DEI). The MBD training will provide professional development



preparation that is inclusive with regard to race, ethnicity, culture, language, disability, and for students who identify as LBGTQI+. In Year 1, training will be conducted for all adults working in OSD schools with an additional 40 hours of annual training and coaching for all mental health staff. 2) Provide training and coaching on evidence-based interventions introduced through our MHSPD grant program for all new hires providing mental health services to our target population. OSD's counseling interns and new hires will receive training, coaching and supervision on assessment tools which include PBIS-SWIS, SDQ, and PREPaRE. They will also receive training on interventions used in individual and group counseling that include CBITS, Racial Trauma Module, Zones of Regulation and Mindfulness Based Expressive Arts. CBITS is a skills-based, group intervention that is aimed at relieving symptoms of Post-traumatic Stress Disorder, depression, and general anxiety among children exposed to multiple forms of trauma. Racial trauma module, or race-based traumatic stress (RBTS), refers to the mental and emotional injury caused by encounters with racial bias and ethnic discrimination, racism, and hate crimes. The Zones of Regulation creates a systematic approach to teach regulation by categorizing all the different ways we feel and states of alertness we experience into four colored zones. Integrating in cognitive behavior therapy, students build skills in emotional and sensory regulation, executive functioning, and social cognition. Mindfulness Based Expressive Arts (MBEA) combines forms of mindfulness and art to offer a method to help manage psychological issues and is designed to treat stress management, depression, and anxiety. 3) Provide training on existing evidence-based programs and practices to create safe learning environments and improve developmental assets for all students while decreasing disruptive or self-sabotaging behaviors. OSD has adopted and integrated evidence-based practices into all school sites, which include: Positive Behavioral Interventions and Supports (PBIS), and Response to Intervention (RtI). Newly hired School Counselors will become a certified Trainer-of-Trainers in CBITS and Racial Trauma Module to support capacity and sustainability.

The following provides an overview of our training program:

Program	Trainer	Participants	Number of individuals trained	Amount of training provided (per participant/ total hours over the life of the grant)
<b>Evidence-Based Intervention and Program Certified Instructor Training/Professional Development</b>				
<b>CBITS</b>	The Center for Safe & Resilient Schools and Workplaces (“Center”)	Mental Health Staff (Counseling Interns and School Counselors)	105	16-hours of training in Y1 and 12 months of coaching. School counselors receive an additional 16 hours to become certified trainers.
<b>Racial Trauma Module</b>	Center	Mental Health Staff	105	8-hours of training in Y1. School counselors receive an additional 8 hours to become certified trainers.
<b>Culturally and linguistically appropriate services (CLAS)</b>	MBD Unlimited	All adults working in consortium schools	750	8-hours of training in Year 1
<b>CLAS</b>	MBD Unlimited	Mental Health Staff	105	48-hours of training and coaching in Years 1 through 5
<b>Screening Tools (SDQ, PREPaRE)</b>	Existing Consortium employees	Mental Health Staff	105	6-hours of annual training
<b>MBEA</b>	Institute for creative mindfulness	Mental Health Staff	105	32-hours of annual training
<b>Zones of Regulation</b>	Zones of Regulation	M.H. staff	105	24-hours of annual training
		OSD Staff	320	8-hours of annual training
		School Sites	20	Monthly coaching
<b>Existing Evidence-Based Interventions</b>				
<b>PBIS and RTI</b>	Existing Consortium employees	Clinical Staff	13 annually	8-hours of annual training

Our diverse team of experts has significant and relevant experience to appropriately and adequately achieve the project’s objectives and support the Project Director in day-to-day management of the project. Assignments were based on relevant work experience, proven performance success, and the ability to cultivate and sustain long-term partnerships within the community. The following provides a brief description of our project team. **Detailed job descriptions and resumes can be found in Appendix: Resumes.**

- **Jodi Nocero, will serve as the Project Director** for our MHSPD grant program and will be responsible for the day-to-day management of our grant program. She will ensure that all

project goals, activities, and outcomes are met. Dr. Nocero will spend 50% of her time on the grant and shift an equivalent amount of her current responsibilities to existing staff members throughout the grant period.

- **School Counselors (4 FTE)** will be hired to provide mental health counseling services to OSD students. New hires will be individuals who have recently graduated with credentials from California Lutheran University and will provide services to identified students in individual, group and family settings, using evidence-based interventions.
- **Counseling Interns (20 part-time each year)** will be hired part time to work in schools under the supervision of the Clinical Supervisor. Interns will be graduate level students in counseling at California Lutheran University. OSD schools will serve as their fieldwork site to obtain experience and complete their required field work, and internship credit hours as applicable for their degree.
- A Local Evaluator (SPSG) will be hired to provide comprehensive evaluation services for our MHSPD grant, as described in section 6. The Local Evaluator will also develop and maintain the Logic Model, Evaluation Plan, Fidelity Matrix and Sustainability Plan.

**OSD will collaborate with state, regional, and local organizations.** Our partnership with Cal Lutheran is the central and most significant collaboration formed under this grant proposal. They will join our Advisory Board, which is OSD’s historical mechanism for local, regional and state collaboration since 2012. Our contracts with The Center for Safe & Resilient Schools and MBD Unlimited broaden our collaborations, linking us to experts, researchers, and educators who are respected authorities in the areas of evidence-based pedagogical practices in mental health provider preparation. We will also continue to work with local and state partners to increase collaboration and break-down silos in providing services to children and youth and increase the pipeline of mental health service providers into public schools, which include our relationships with the Ventura County Office of Education and the California Department of Education. Our primary aim for this project is to serve our students more effectively, but in doing so, we believe our project can significantly contribute to the study of the field of school-based counseling – particularly for LEAs serving high numbers of underrepresented populations. These agencies will provide representation on our Advisory Board to support our efforts to achieve project goals and objectives.

### **Quality of the Project Evaluation**

**Our Methods of Evaluation are thorough, feasible, and appropriate to the goals, objectives, and outcomes of our MHSPD project.** Our project includes a comprehensive, multi-method evaluation plan to ensure an ongoing review of the project’s progress and a thorough assessment of its overall effectiveness. Evaluation plans include formative process evaluation and annual summative reviews. Both are necessary to understand how program plans and goals are translated into action, what problems are encountered, what successes are obtained, and what changes are needed. The multi-method evaluation approach will include empowerment, process, fidelity and outcome procedures:

- **Empowerment Evaluation** uses data collection and facilitated discussion techniques to promote systemic program monitoring and improvement activities. During the first four months of the project, the Local Evaluator will meet with the Project Director, project team, and AC to inventory project assets and weaknesses and develop self-administered logs, worksheets, and other instruments. **Fidelity measures** applied as part of empowerment evaluation will permit staff and evaluators to determine the extent of adherence to core program principles.
- **Process Evaluation** examines various processes mediating inter-agency collaboration, establishing comprehensive service delivery for students and families, and implementing effective, evidence-based and sustainable strategies.
- **Outcome evaluation** will determine the impact of the project on students and their families across project performance indicators. Using ANOVA and multiple regression techniques, the Local Evaluator will analyze the data to measure consistency of effects across groups, identify the implementation factors and determine other process variables that most influence youth and family outcomes.

Strategic Partner Schools Group (SPSG) will serve as our local evaluator. They have extensive experience evaluating education, mental health, and social services programs, and are proficient in all aspects and methods of evaluation stated in this proposal. The methods of evaluating our MHSPD grant project include the use of objective performance measures that are clearly related to the outcomes of the project and will produce quantitative and qualitative data. Our mixed-method approach combines qualitative and quantitative techniques to triangulate multiple sources of data and significantly enhance the validity of the evaluation. Sources of quantitative and qualitative data are included in the Appendix: Evaluation Charts. All Performance Measure Targets are appropriate and

ambitious based on the number, types, and variety of evidence-based interventions and practices that will be conducted under the MHSPD grant program and are aligned with the expected and promised results of all evidence-based programs when implemented with fidelity. Progress on all GPRA measures will be analyzed using a pre-post design. Annual progress towards intended outcomes will compare the baseline date to the current year. **Objectives and outcomes for all project-specific measures are included in Section B.3.** Data Collection: While the targets listed in our application are identified in the aggregate for the district, throughout the grant we will track this data by individual school site and include progress towards goals in detail and in the aggregate.

Performance Measure a: Objective: The unduplicated, cumulative number of new school-based mental health services providers hired for each LEA with demonstrated need as a result of the grant. Baseline Data: 0. Target: 4 full-time mental health counselors and 100 mental health interns by March 31, 2028. Data Collection and Methodology: we will analyze personnel records to measure progress for this measure.

Performance Measure b: Objective: The unduplicated, cumulative number of school-based mental health services providers retained in LEAs with demonstrated need as a result of the grant. Baseline Data: 0. Target: 4 full-time school counselors will be hired in Year 1 and retained throughout the grant period. Data Collection and Methodology: we will analyze personnel records to measure progress for this measure.

Performance Measure c: Objective: The ratio of school-based mental health services providers to students for each LEA with demonstrated need served by the grant, and the numbers of school-based mental health services providers and students used to calculate the ratio. Baseline Data: 1:756. Performance Target: 1:420. We will measure this objective by comparing the ratio of mental

health professionals to students during the 2022-23 school year (baseline data) to the results from the 2027-28 school year. See table in end notes.<sup>vii</sup>

Performance Measure d: Objective: The attrition rate of school-based mental health providers for each LEA with a demonstrated need that is participating in the grant. Baseline data: 16.4%. Target: 7.6%. Data Collection and Methodology: We will use employment records to measure this rate and calculate the attrition rate annually by dividing the average number of departures over the average number of employees and multiply by 100 to identify the percentage and measure change by conducting a pre/post analysis.

Performance Measure e: Objective: The total number of students who received school-based mental health services as a result of the grant. Our baseline data (2021-22 school year) for this measure indicates 328 students received either school-based or community-based mental health services after referral from a school site and/or employee. Annual Performance Targets: We expect an annual increase: 377 students receiving mental health services during Year 1; 434 students receiving mental health services during Year 2; 499 students receiving mental health services during Year 3; 574 students receiving mental health services during Year 4; and 660 students receiving mental health services during Year 5. This represents a 101% increase in mental health services provided to our target population over the five-year grant period. Data Collection and Methodology: The data utilized to establish baseline data is a result of the mental health referrals and treatment logs entered monthly into the OSD's Mental Health Database. The Mental Health Database also allows us to track the amount and type of service provided, waitlists, no-shows/refusals, and whether service met goals.

Performance Measure f: Objective: The number of grantees that met their goal of increasing the diversity of school-based mental health services providers. Target: Yes.

**Our methods of evaluation will provide performance feedback and permit periodic assessment of progress toward achieving intended outcomes.** Our evaluation plan is designed to collect, analyze, and use high-quality and timely data, including data on program participant outcomes, in accordance with privacy requirements, to provide performance feedback and permit period assessment of progress toward achieving intended outcomes. The methods of evaluating our MHSPD grant project include the use of objective performance measures that are clearly related to the outcomes of the project. In our evaluation plan, we will include the creation of a logic model, explicating the mechanisms through which we will achieve desired outcomes created by the Evaluator. The Evaluator will review our project to determine if it is being implemented according to plan and document the degree of fidelity and variability in planned/unplanned program implementation. The Evaluator will also compare fidelity across sites, establish validity for the relationship between the interventions and the outcomes, measure the extent to which components of the project are responsible for outcomes, and demonstrate the relationship between program context and program processes.

Our evaluation strategy is a balanced one that encompasses the examination of processes, outcomes, and impacts in a thorough, feasible, and appropriate way. An analysis of process will provide a rich description of how a program or service actually was delivered to students, schools, families, and the community. **Periodic Assessment of Progress:** Our program objectives, presented in section B.3, include benchmarks that enable us to monitor our progress and reflect the annual increases anticipated as our project matures and service delivery becomes more refined. We will use short-term performance indicators to assess progress towards long-term intended outcomes, as well as annual benchmarks to chart actual progress against targeted progress. Evaluation methods such as surveys, interviews, and focus groups will be used to assess short-term change in students' risk factors, protective factors, attitudes, and perceived self-efficacy aspirations logically linked to long-term outcomes. **Data**

**Collection** Process data will be collected, analyzed and distributed monthly by the Project Evaluator. Monthly distribution of evaluation data will allow OSD and the Advisory Board to make changes and enhancements when necessary. Monthly project team meetings and project review meetings will be used to continually identify emerging issues and brainstorm mitigation strategies. A bi-annual project newsletter will highlight recent accomplishments, incorporating evaluation data via charts, graphs, and social math to illustrate—in a user-friendly format—project outcomes. The newsletter as well as other project communications and reports will be sent to community partners, parents and guardians, service providers, and elected officials. Outcome data, such as the results from the Panorama and pre and post surveys from evidence-based curriculum programs, will be collected, analyzed and distributed by the Evaluator annually. The annual outcome data will also include the 12-month aggregate of all process data. Qualitative data, such as focus groups, site visits, and interviews will be collected and analyzed, and the results will be incorporated into the annual performance reports. To quantify implementation, we will use ratings comparing best practices to existing practices based on project documentation, participant records, on-site observations, key administrator interviews, as well as surveys and interviews completed by those delivering and receiving services. We will collect data from multiple sources, objectives, including behaviorally anchored criteria to reduce inference, and dichotomous items. Data will be compiled monthly into a quantified Fidelity Implementation Index that will allow us to periodically assess the extent and quality of each component, serve as a guide to implement our project as intended, and allow supervising staff to monitor quality.



## Bibliography

<sup>i</sup> Cook et al., 2015

<sup>ii</sup> Hoover et al., 2018

<sup>iii</sup> Grasseti et al., 2018

<sup>iv</sup> Schaffhauser, Dian. *School Climate Really Does Affect Academics*. The Journal, 2-6-17.

[thejournal.com/articles/2017/02/06/school-climate-really-does-affect-academics.aspx](http://thejournal.com/articles/2017/02/06/school-climate-really-does-affect-academics.aspx)

<sup>v</sup> <https://www.cdc.gov/healthyschools/wsc/index.html>.

<sup>vi</sup> Kase et al. (July 2017). Educational outcomes associated with school behavioral health

interventions: A review of the literature. *Journal of School Health*.

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Baseline Data 2022-23 School Year							
School Name	Grades	Enrollment	# of School Psychologists*	LCSW	# of School Counselors	# of Mental Health Interns	Ratio (Mental Health Professionals to Students)
Cesar E. Chavez Elementary	K-8	848	1	0	0	0	1:848
Christa McAuliffe Elementary	K-5	593	1	0	0	0	1:593
Curren Elementary	K-8	966	1	0	0	0	1:966
Dr. Manuel M. Lopez Academy of Arts & Sciences	6-8	884	1	0	0	0	1:884
Driffill Elementary	K-8	1125	1	0	0	0	1:1125
Elm Street Elementary	K-5	533	1	0	0	0	1:533
Emilie Ritchen Elementary	K-5	544	1	0	0	0	1:544
Fremont Academy of Environmental Science & Innovative Design	6-8	841	1	0	0	0	1:841
Harrington Elementary	K-5	586	1	0	0	0	1:586
Juan Lagunas Soria Elementary	K-8	953	1	0	0	0	1:953
Kamala Elementary	K-8	1044	1	0	0	0	1:1044
Lemonwood Elementary	K-8	873	1	0	0	0	1:873
Marina West Elementary	K-5	536	1	0	0	0	1:536
McKinna Elementary	K-5	607	1	0	0	0	1:607
Norman R. Brekke Elementary	K-5	579	1	0	0	0	1:579
R.J. Frank Academy of Marine Science & Engineering	6-8	1181	1	0	0	0	1:1181
Ramona Elementary	K-5	554	1	0	0	0	1:554
Rose Avenue Elementary	K-5	512	1	0	0	0	1:512
Sierra Linda Elementary	K-5	570	1	0	0	0	1:570
Thurgood Marshall Elementary	K-8	798	1	0	0	0	1:798
<b>Total</b>		<b>15127</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1:756</b>

Target Data 2027-28 School Year							
School Name	Grades	Enrollment	# of School Psychologists*	LCSW	# of School Counselors	# of Mental Health Interns	Ratio (Mental Health Professionals to Students)
Cesar E. Chavez Elementary	K-8	848	1	0.05	0.5	0.25	1:471
Christa McAuliffe Elementary	K-5	593	1	0.05	0.5	0.25	1:329
Curren Elementary	K-8	966	1	0.05	0.5	0.25	1:537
Dr. Manuel M. Lopez Academy of Arts & Sciences	6-8	884	1	0.05	0.5	0.25	1:491
Driffill Elementary	K-8	1125	1	0.05	0.5	0.25	1:625
Elm Street Elementary	K-5	533	1	0.05	0.5	0.25	1:296
Emilie Ritche Elementary	K-5	544	1	0.05	0.5	0.25	1:302
Fremont Academy of Environmental Science & Innovative Design	6-8	841	1	0.05	0.5	0.25	1:467
Harrington Elementary	K-5	586	1	0.05	0.5	0.25	1:325
Juan Lagunas Soria Elementary	K-8	953	1	0.05	0.5	0.25	1:529
Kamala Elementary	K-8	1044	1	0.05	0.5	0.25	1:580
Lemonwood Elementary	K-8	873	1	0.05	0.5	0.25	1:485
Marina West Elementary	K-5	536	1	0.05	0.5	0.25	1:298
McKinna Elementary	K-5	607	1	0.05	0.5	0.25	1:337
Norman R. Brekke Elementary	K-5	579	1	0.05	0.5	0.25	1:322
R.J. Frank Academy of Marine Science & Engineering	6-8	1181	1	0.05	0.5	0.25	1:656
Ramona Elementary	K-5	554	1	0.05	0.5	0.25	1:308
Rose Avenue Elementary	K-5	512	1	0.05	0.5	0.25	1:284
Sierra Linda Elementary	K-5	570	1	0.05	0.5	0.25	1:317
Thurgood Marshall Elementary	K-8	798	1	0.05	0.5	0.25	1:443
<b>Total</b>		<b>15127</b>	<b>20</b>	<b>1</b>	<b>10</b>	<b>5</b>	<b>1:420</b>

\*Each school site has a School Psychologist, but the majority of services are dedicated to testing for special education students and IEPs

**OXNARD SCHOOL DISTRICT**  
**Oxnard, California**

**Attachment B**

**Payment Schedule**

June 30, 2023	30,000
August 15, 2023	15,000
October 15, 2023	15,000
December 15, 2023	15,000
February 15, 2024	15,000
April 15, 2024	15,000
June 15, 2024	15,000
October 15, 2024	15,000
December 15, 2024	15,000
February 15, 2025	15,000
April 15, 2025	15,000
June 15, 2025	15,000
October 15, 2025	15,000
December 15, 2025	15,000
February 15, 2026	15,000
April 15, 2026	15,000
June 15, 2026	15,000
October 15, 2026	15,000
December 15, 2026	15,000
February 15, 2027	15,000
April 15, 2027	15,000
June 15, 2027	15,000
October 15, 2027	15,000
December 15, 2027	15,000
<b>Total</b>	<b>\$375,000</b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Approval of Construction Services Agreement #22-238 with Viola Inc. Constructors to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

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

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

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

Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction services of ten new modular classrooms.

Viola Inc. Constructors responded with a timely proposal to provide the construction services for the new classrooms per the RFQ/P published. See Viola Inc. Response to RFQ/P attached from April 5, 2023.

The proposal and subsequent Construction Service will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

**Term of Agreement: May 4, 2023 through September 30, 2023**

#### **FISCAL IMPACT:**

The cost for the Pre-construction portion of the Construction Services Agreement from Viola, Inc. Constructors falls within the “All-In” approved budget of \$27,870.00. Funds to be paid out of Master Construct and Implementation Program funds.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Construction Services Agreement #22-238 with Viola Inc. Constructors for the Driffill K-8 New

Transitional Kindergarten Facilities Project.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-238, Viola Inc. Constructors \(24 Pages\)](#)

[RFP Response - Viola Inc. Constructors \(27 Pages\)](#)

[Pre-Construction Budget - Viola Inc. Constructors \(1 Page\)](#)

## OSD AGREEMENT #22-238

### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourth (4<sup>th</sup>) day of May, 2023, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc. Constructors which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

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

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

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

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the “Financing”); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

### SECTION 1. DEFINITIONS

- A. **Construction.** The term “Construction” as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the “Architect”) and specifications approved by the District, the Division of the State Architect (“DSA”), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### SECTION 2. **CONTRACTOR’S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

### SECTION 3. **ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

### **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

### **SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)**. The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside

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agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice

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from the District to Contractor that a Notice of Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will

Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project’s design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in

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attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications

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impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if

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said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

### SECTION 11. NOT USED

### SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

### SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease.

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

### **SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

### **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

### **SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

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investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous

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## OSD AGREEMENT #22-238

materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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### **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

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### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Inc. Constructors  
5811 Olivas Park Drive, Suite 204  
Ventura, CA 93003  
Attn: Michael Viola

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
Attn: Dr. Karling Aguilera-Fort, Superintendent

With A copy to:

Emilio Flores, CBO  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill ECDC New Classroom Project

May 3, 2023

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### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

### **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

### **SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

### **SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

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**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**SECTION 33. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

**CONTRACTOR:**

**THE DISTRICT:**

Oxnard School District,  
a California school district

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Designed



## EXHIBIT B

### Oxnard School District – Driffill New PK, TK

#### and Kindergarten Classroom Project

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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OXNARD SCHOOL DISTRICT

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District’s Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

**7. Schedule for Pre-Construction Services.**

A. The services outlined herein shall commence on the date specified in the District’s Notice to Proceed (“NTP”). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District’s contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect’s design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

**CONTRACTOR:**

**THE DISTRICT:**

Oxnard School District,  
a California school district

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# RFQ/P Response for Preconstruction and Construction Services

## New Kindergarten Classrooms Construction Project at Driffill Elementary School



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## Oxnard School District

### Conceptual Understanding & Executive Summary

Viola Incorporated is pleased and excited to focus its resources on New Kindergarten Classrooms for the Oxnard School District. In the absence of more defined Conceptual Documents, actual cost of construction from recently completed Kinderflex Modular classrooms as well as recently completed projects at Lamont and Alicante elementary schools has been utilized for square footage estimates and configuration. Modular Kindergarten Classrooms constructed for the Oxnard School District and modular classrooms for Lamont ES & Alicante ES are the basis of cost reference and design configuration. Each of these projects included earthwork and grading requirements, reinforced cast-in-place concrete raised foundations, vapor barriers with rodent slabs, underground utilities, site paving, fire alarm, security and communication systems, as well as new playground equipment and surfacing. Although the geotechnical recommendations will change the engineering requirements of the earthwork and foundation work, our estimates are conservative. Accuracy will improve with the earthwork recommendations based on the proposed foundation design and choice of modular design. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying alternative design options to avoid conflicts in civil elevations of existing utilities, their targeted points of connection, proposed finish surface elevations relative to existing grades, structures and accessibility requirements. The hygienic suitability of existing soil as well as its load bearing capacity will be evaluated with appropriate recommendations. These preconstruction costs have proven to mitigate potential construction costs and delays.

The Conceptual Estimate is based on over-excavation of building pads to a depth of 5 feet below finish grade, continuous footings and grade beams; domestic water and sewer are to connect with the nearest viable point of connection, electrical power and communication interface is assumed to come from the nearest existing panel which will be examined for adequacy. All walkways are to comply with City Standard 4" PCC sidewalk design, playground equipment and surfacing is based on recently installed kinder structures and materials. The conceptual estimate does not include costs associated with the purchase or placement of modular classroom structures or their furnishings and finishes. Modular Classrooms are assumed to be turnkey for occupancy by the manufacturer.

Viola Incorporated is an Institutional Construction Specialist headquartered in Ventura County for 77 years, 100% family owned and managed for three generations. It has established a reputation for quality construction earned and protected by a Team of employees, subcontractors and suppliers who take pride in their work and interact on a collaborative approach to building successful projects, one by one year after year. We believe that an investment in the education of our youth strengthens our communities and as civic leaders, we accept the long-term responsibility to cultivate and sustain the educational infrastructure of every School District we work with throughout Southern California.



## Qualifications

### Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 77 years. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

### A. Experience

**Channel Islands High School HVAC Modernization Phases 1&2**                      Oxnard Union High School District                      \$11.9 million  
 1800 Solar Drive, Oxnard CA, 93030  
 Owner Contact: Brittany Villasenor (805) 385-2518  
 Architect: Flewelling and Moody  
 New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

**Camarillo Special Education School**                      Ventura County Office of Education                      \$15.7 million  
 5250 Adolfo Camarillo Road, Camarillo, CA  
 Owner Contact: David Fateh (805) 383-1943  
 Architect: DC Architects  
 29,994 SF new ground up construction of a 2 story 20 classroom school consisting of structural wood framing, metal fabrications, all MEP trades and various finishes.

**Lamont Elementary School New Construction & Modernization Project**                      Lamont School District                      \$2.9 million  
 7915 Burgundy Avenue  
 Owner Contact: Eric Brock (661) 201-6504  
 Architect: Perkins Eastman  
 Preconstruction Budget: \$65,208  
 GMP: \$2,457,342  
 Contingency: \$0

Allowance: \$81,420

Allowance returned to District: \$33,077.99

Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.

**Alicante Elementary School New Construction & Modernization Project** Lamont School District \$2.8 million  
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: IBI Group

Preconstruction Budget: \$63,486

GMP: \$2,387,363

Contingency: \$0

Allowance: \$309,385.69

Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

**Myrtle Avenue Elementary School New Construction & Modernization Project** Lamont School District \$3.1 million  
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$74,696

GMP: \$2,655,629

Contingency: \$64,525

Allowance: \$175,568

Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

**New S.T.E.M. Academy School Project** Lamont School District \$12 million  
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$76,136

GMP: In Progress

Contingency: In Progress

Allowance: In Progress

Construction of a STEM Academy School on a 19-acre site. Project includes parking lot and drop off loop, two classrooms for each grade level, student and staff restrooms, utilities, a library media center, administrative offices, interim kitchen and eating area, a kindergarten play area, and hardcourt and playfields. All facilities are modular construction and include 21<sup>st</sup> Century upgrades.

**Norman R Brekke Elementary School**                      Oxnard School District                      \$782,815  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$737,009

Contingency: \$20,000

Allowance: \$82,715

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

**Christa McAuliffe Elementary School**                      Oxnard School District                      \$1.2 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$799,169

Contingency: \$20,000

Allowance: \$56,740

Allowance returned to District: \$7,445

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

**Emilie Ritche Elementary School**                      Oxnard School District                      \$1.3 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$745,144

Contingency: \$20,000

Allowance: \$56,740

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

<b><u>Ramona Elementary School</u></b>	Oxnard School District	\$822,488
<b><u>Kindergarten Flex Classroom Building</u></b>	1051 South A Street	

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Preconstruction Budget: \$5,288

GMP: \$834,200

Contingency: \$20,000

Allowance: \$101,569

Allowance returned to District: \$11,711

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

## **B. Project Team**

### Michael Viola, CEO

University of Southern California – BA in Business Psychology

Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 25-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$250 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.



Patrick Waid, Director of Lease-Lease Back Operations

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 10-Hour Certification

Viola’s field Operations Manager for many of the past 20 years of his tenure with Viola, Inc. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

- New STEM Academy School **LLB** (2021-2023) \$12M
- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
- Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
- Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
- Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Moorpark College Academic Center (2009-2010) \$18.3M
- UCSB Recreation Center (2004-2005) \$12.2M

Rick Canchola, Quality Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick, a resident of Simi Valley, is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$18.2M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- Santa Barbara Children’s Library (2015) \$1.3M
- Oak Park High School Modernize Science Classrooms (2011) \$1M
- Moorpark College Health Science (2009 – 2010) \$16M

San Marcos High School Aquatic Facility (2008) for Sharma General Engineering  
Oaks Christian High School for Merco Construction Engineers  
Westlake High School Aquatic Facility for Merco Construction Engineers  
Rio Mesa High School Aquatic Facility for Merco Construction Engineers  
USC Medical Center for Merco Construction Engineers  
UCLA Acosta Center for Merco Construction Engineers

*Nick Shipp, Project Manager*

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a ‘can do’ attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn’t a challenge that can’t be overcome.

Relevant Project Experience:

Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M  
Rio Mesa High School Modernization (2021-2023) \$18.2M  
Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M  
UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M  
Moorpark College Health Science (2009 – 2010) \$16M  
Ventura Veterans Home (2007-2010) \$22.9M  
Rio Rosales Elementary School (2007) \$10.6M

*Mercy Urrea, Project Superintendent*

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Mercy is a union carpenter with vast network experience with local unions in the Tri-County area and field foreman experience through the concrete and framing trades. As the Regional Manager for the local carpenters union, he maintained contractor relationships, including negotiating union contracts and collective bargaining agreements. He also organized community outreach and volunteer programs to encourage extracurricular involvement in the local community with union membership. His combination of field experience and community networking has proved valuable in maintaining and building strong relationships with the local subcontractors.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$18.2M



Robert Lomino, Project Engineer

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handling document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2022) \$18.2M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

California Polytechnic State University San Luis Obispo – BS in Construction Management

OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo nine years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Lamont School District and Oxnard Unified School District.

Relevant Project Experience:

Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M

Rio Mesa High School Modernization (2021-2022) \$18.2M

Camarillo Special Education School (2018-2020) \$15.6M

UCSB Seawater Lab (2017-2018) \$1.7M

San Miguel Pre-School (2017) \$820k

Santa Barbara Children's Library (2015) \$1.3M

Sean Mahan, Project Coordinator

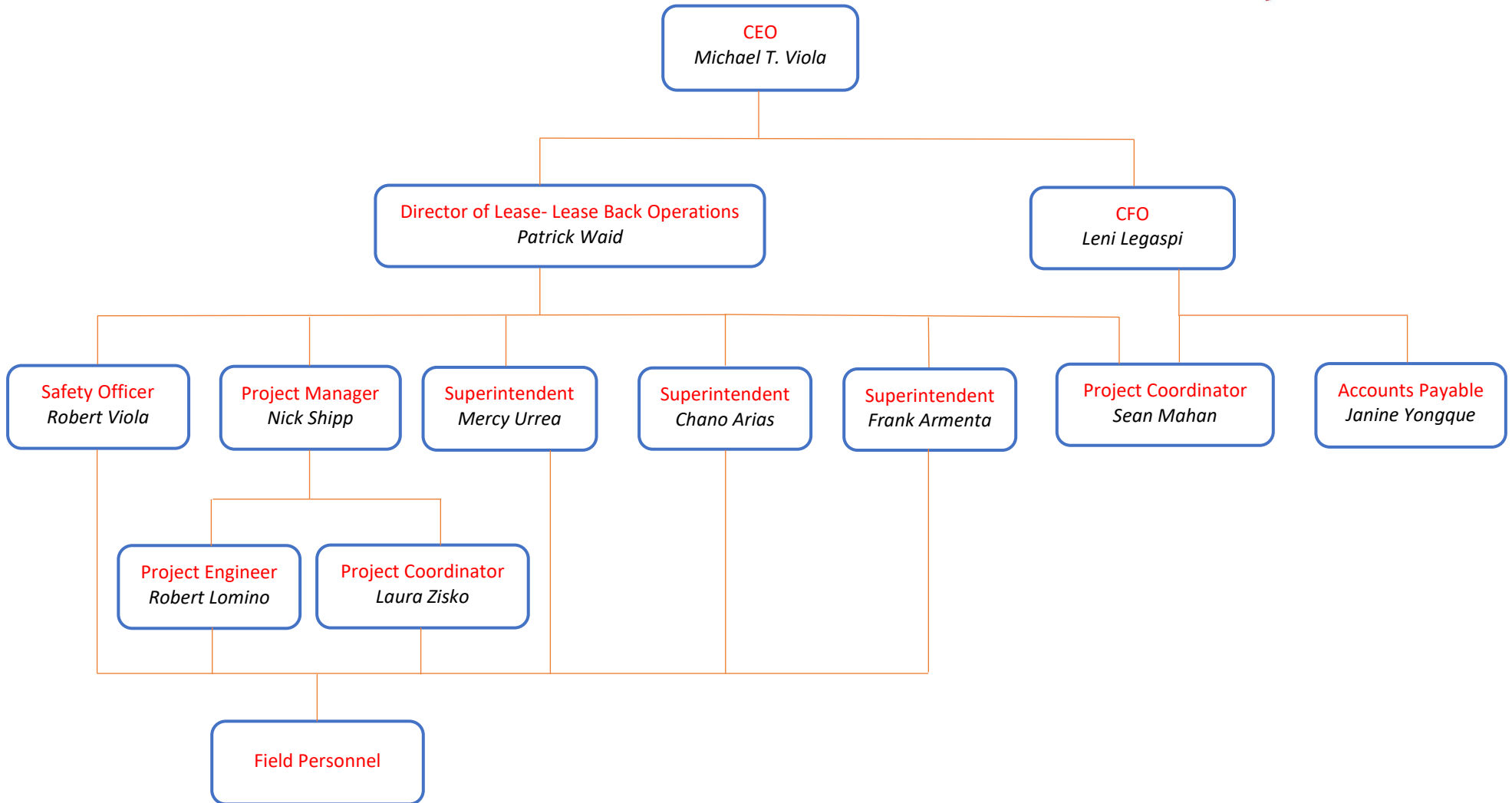
California State University Channel Islands – BS in History

Sean has five years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor’s degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
- McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
- Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
- Elm Elementary School Modernization **LLB** (2017-2019) for CFW
- Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
- Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Taylor Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW





### **C. Project Management Details**

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of advanced technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly.

Viola has been utilizing Procore for over five years on its private, public and lease-leaseback projects. All team members are Procore Certified and experienced in Procore's Project Management and Financial Management tools. Procore has proven to be a useful tool in the real time sharing of project information in an organized and user friendly manner to project stakeholders.

### **D. Safety Record / EMR**

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Through the implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, Viola maintains safe and productive conditions for all involved in the project.

EMR for current year: .76

EMR for 2020-2021: .78

EMR for 2019-2020: 1.15

### **E. Bonding Capacity**

See attached exhibit

## **New Kindergarten Classrooms Construction Project at Drifill Elementary School Proposal**

### **F. Conceptual Plans**

#### **F1. Potential Construction Issues, Challenges and Proposed Solutions**

Having recent experience in the construction of several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of completed Geotechnical report and any recommendations for earthwork, grading, and or soil stabilization.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils, as found on other OSD sites.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect, and Portable Classroom manufacturer must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site address is 910 S E street Oxnard, California bordered by 9<sup>th</sup> Street, S C Street, and Wooley Road as well. The location of the project will require access for: Heavy earthwork equipment, trucks providing import soils, access for trucking of modular units, as well as Crane access to place the modular units. Great care and coordination will be required these activities because they involve the vehicular and pedestrian access for students, parents and teachers.

**F2, F3, F4** See attached exhibits

**F5. Components of the Guaranteed Maximum Price**

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	6.00% of the GMP
General Conditions =	Based on 12 month project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	.75% of the Completed Cost of Construction
Builder’s Risk Insurance =	1.00% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
	Reimbursable Fees are 10% above cost incurred

**G. Value Engineering Opportunities**

At this time there are no project plans and or specifications to reference for value engineering. However, as soon as priorities of the District and Design Team have been established Viola can and will indentify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings and/or materials.

**H. Subcontractor / Trade Details**

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, playground equipment, landscaping, and finishes will be subcontracted.

## **I. Proposed Project Schedule**

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By scheduling the trades in a “wagon train” format, the General contractor will be able to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with the modular manufacturer. Engineering and layout of the structural footings and embedded attachment points as well as site access are key elements of setting the units on time. Site access will also be a key element that needs to be coordinated at Drifill Elementary School.

***“Together as a Team we build Successful Projects,  
One by One, Year after Year”***

**ATTACHMENT E**  
**BONDING CAPACITY**



21688 Gateway Center Dr.  
Diamond Bar, CA, 91765

December 13, 2022

Re: Viola, Inc. - Prequalification

To Whom It May Concern:

Travelers Casualty and Surety Company of America (“Travelers”)<sup>1</sup> is privileged to have worked with Viola, Inc. for over 25 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$35,000,000 single / \$65,000,000 aggregate work program. We will consider higher limits on a case-by-case basis. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

**Gina Ortman, Attorney-in-fact**

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

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<sup>1</sup> Travelers is an A ++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gina Ortman** of **VENTURA, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **December**, 2022



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**ATTACHMENT F2**  
**SITE LOGISTICS PLAN**



Driffill Elementary School

W 9th St

SE St

Perimeter Construction Fence

Viola Construction Trailer

DSA Inspector Trailer

Construction Site Entrance Gate

SC St

SE St

W Wooley Rd

W Wooley Rd

**ATTACHMENT F3**  
**CONCEPTUAL BID SHEET**

## Drifill Elementary Conceptual Cost Estimate

CSI	Description	#	Estimate
01000	General Conditions	1	618,797
	<b>Increment 1</b>		
01720	Field Engineering (Survey)	2	28,000
02200	Demolition	3	80,025
02300	Earthwork/Grading	4	423,000
02500	Underground Utilities	5	in MEP
02600	A/C Paving Patchback	6	20,000
02700	Pavement Marking & Bumpers	7	3,500
02820	Fences & Gates	8	175,000
02900	Landscape & Irrigation	9	153,000
	Playground Equipment/Surfacing	10	126,650
03300	Cast In Place Concrete (Bldg)	11	771,150
02775	Site Concrete	12	136,000
05500	Metal Fabrication	13	56,592
06610	Misc. Carpentry - M & T	14	36,375
07920	Joint Sealants	15	2,500
09700	Painting, Coatings & Wall Coverings	16	10,000
10200	Signage	17	5,500
15400	Plumbing	18	348,364
15500	HVAC	19	By Modular
16000	Electrical	20	582,624
16400	Comm & Low Voltage	21	Electrical
16720	Fire Alarm	22	Electrical
	<b>Allowances TBD</b>		
	Existing utility relocation	23	0
	Landscape irrigation repairs	24	0
	Sawcut/misc demo	25	0
	Misc concrete/ paving patch	26	0
	Design Errors and omissions	27	0
	Export Contaminated soils	28	0
	Misc Specialties		0
	Contingency		0
	Insurance		89,427
	<b>SUBTOTAL</b>		<b>3,666,504</b>
	<b>OVERHEAD &amp; PROFIT</b>		<b>219,990</b>
	<b>BOND</b>		<b>36,533</b>
	<b>Conceptual Estimate Total:</b>	<b>\$</b>	<b>3,923,027</b>

**ATTACHMENT F4**  
**PRECONSTRUCTION BUDGET**

## Drifill Elementary Preconstruction Budget

Description	Rates
Director of LLB Operations	\$ 150.00
Project Manager	\$ 125.00
Project Superintendent	\$ 125.00
Project Engineer	\$ 60.00
Jobsite Foreman	\$ 115.00
Administrative Assistant	\$ 55.00
Estimator	\$ 100.00

	Hrs	Rate	Cost
<b>Design Review</b>			
Existing Site Conditons Review	24	\$ 150.00	\$ 3,600.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 125.00	\$ 1,000.00
Schematic Estimate	16	\$ 150.00	\$ 2,400.00
	16	\$ 100.00	\$ 1,600.00
	8	\$ 55.00	\$ 440.00
Design Development Estimate	16	\$ 150.00	\$ 2,400.00
	16	\$ 100.00	\$ 1,600.00
	8	\$ 55.00	\$ 440.00
Construction Document Estimate	24	\$ 150.00	\$ 3,600.00
	0	\$ 125.00	\$ -
	8	\$ 55.00	\$ 440.00
Constructibility Review	24	\$ 150.00	\$ 3,600.00
	0	\$ 125.00	\$ -
	8	\$ 60.00	\$ 480.00
Value Engineering	16	\$ 150.00	\$ 2,400.00
	0	\$ 125.00	\$ -
	8	\$ 60.00	\$ 480.00
Building Information Modeling & Conflict Avoidance	0	\$ 150.00	\$ -
	0	\$ 125.00	\$ -
	0	\$ 60.00	\$ -
Constuction Scheduling	8	\$ 150.00	\$ 1,200.00
	8	\$ 125.00	\$ 1,000.00
	8	\$ 60.00	\$ 480.00
Development of GMP	24	\$ 150.00	\$ 3,600.00
	8	\$ 125.00	\$ 1,000.00
	8	\$ 60.00	\$ 480.00
Meeting Attendance	25	\$ 150.00	\$ 3,750.00
	0	\$ 125.00	\$ -
	16	\$ 60.00	\$ 960.00
<b>Total</b>	<b>321</b>		<b>\$ 38,950.00</b>

**ATTACHMENT**  
**CONCEPTUAL SCHEDULE**



ID	Task Name	Duration	Start	Finish	2024												2025				
					Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025	
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	<b>Construction</b>	<b>278 days</b>	<b>11/1/23</b>	<b>12/4/24</b>																	
2	Mobilization	10 days	11/1/23	11/14/23																	
3	Clear and Grub; Demolition Existing Modulars	15 days	11/15/23	12/5/23																	
4	Overex and Recompanction	45 days	12/6/23	2/8/24																	
5	Underground Utility Trenches and Piping	30 days	1/11/24	2/22/24																	
6	Concrete Footing Excavation	30 days	1/24/24	3/6/24																	
7	Reinforcing Steel at Footings	20 days	2/12/24	3/11/24																	
8	Pour Footings	5 days	3/12/24	3/18/24																	
9	Form Stemwalls and Piers	45 days	3/19/24	5/20/24																	
10	Reinforce Stemwalls and Place Embeds	20 days	5/1/24	5/29/24																	
11	Pour Stemwalls and Piers	5 days	5/30/24	6/5/24																	
12	7 Day Cure Time for Concrete	5 days	6/6/24	6/12/24																	
13	Delivery of Modular Units	7 days	5/30/24	6/7/24																	
14	Set and Anchor Modular Units	15 days	6/13/24	7/3/24																	
15	Exterior Finish and Stucco Modulars	30 days	6/28/24	8/9/24																	
16	Fine Grade Site	5 days	8/12/24	8/16/24																	
17	Sitework Concrete	20 days	8/19/24	9/16/24																	
18	Landscape Irrigation	20 days	8/26/24	9/23/24																	
19	Site Fencing Posts	10 days	9/17/24	9/30/24																	
20	Playground Equipment and Surfacing	15 days	9/24/24	10/14/24																	
21	Fence Panels and Hardware	5 days	10/15/24	10/21/24																	
22	Hydroseed and Planting	7 days	10/22/24	10/30/24																	
23	Interior AV PA Security	15 days	10/8/24	10/28/24																	
24	Punchlist	7 days	10/31/24	11/8/24																	
25	Substantial Completion	1 day	11/11/24	11/11/24																	
26	Demolition of Existing Remaining Classrooms	15 days	11/12/24	12/4/24																	
27	Final Completion	0 days	12/4/24	12/4/24																	



## Drifill Elementary Preconstruction Budget

Description	Rates
Director of LLB Operations	\$ 150.00
Project Manager	\$ 125.00
Project Superintendent	\$ 125.00
Project Engineer	\$ 60.00
Jobsite Foreman	\$ 115.00
Administrative Assistant	\$ 55.00
Estimator	\$ 100.00

	Hrs	Rate	Cost	
<b>Design Review</b>				
Existing Site Conditions Review	16	\$ 150.00	\$ 2,400.00	
	16	\$ 125.00	\$ 2,000.00	
	0	\$ 125.00	\$ -	
Schematic Estimate	0	\$ 150.00	\$ -	
	0	\$ 100.00	\$ -	
	0	\$ 55.00	\$ -	
Design Development Estimate	0	\$ 150.00	\$ -	
	0	\$ 100.00	\$ -	
	0	\$ 55.00	\$ -	
Construction Document Estimate	24	\$ 150.00	\$ 3,600.00	
	0	\$ 125.00	\$ -	
	8	\$ 55.00	\$ 440.00	\$ 4,040.00
Constructibility Review	24	\$ 150.00	\$ 3,600.00	
	0	\$ 125.00	\$ -	
	8	\$ 60.00	\$ 480.00	\$ 4,080.00
Value Engineering	16	\$ 150.00	\$ 2,400.00	
	0	\$ 125.00	\$ -	
	8	\$ 60.00	\$ 480.00	\$ 2,880.00
Building Information Modeling & Conflict Avoidance	0	\$ 150.00	\$ -	
	0	\$ 125.00	\$ -	
	0	\$ 60.00	\$ -	
Constuction Scheduling	8	\$ 150.00	\$ 1,200.00	
	8	\$ 125.00	\$ 1,000.00	
	8	\$ 60.00	\$ 480.00	\$ 2,680.00
Development of GMP	24	\$ 150.00	\$ 3,600.00	
	8	\$ 125.00	\$ 1,000.00	
	8	\$ 60.00	\$ 480.00	\$ 5,080.00
Meeting Attendance	25	\$ 150.00	\$ 3,750.00	
	0	\$ 125.00	\$ -	
	16	\$ 60.00	\$ 960.00	\$ 4,710.00
<b>Total</b>	<b>225</b>		<b>\$ 27,870.00</b>	

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Approval of Agreement #23-08 – Latino Film Institute-Youth Cinema Project (DeGenna/Shea)**

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The Latino Film Institute Youth Cinema Project will work with a class of students at Chavez and Lopez Schools during the 2023-2024, 2024-2025, and 2025-2026 fiscal years to learn how to make movies and support the students in creating their own movie project. The agreement also includes services for students enrolled in the summer program for the Writing and Steam Camp.

**Term of Agreement: August 1, 2023 through June 30, 2026**

#### **FISCAL IMPACT:**

Not to exceed \$602,431.65 – Title 1 (\$421,702.15) and ELOP (\$180,729.50)  
(Year 1 - \$200,810.55, Year 2 - \$200,810.55, Year 3 - \$200,810.55)

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-08 with the Latino Film Institute-Youth Cinema Project.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-08, Latino Youth Film Institute-Youth Cinema Project \(9 Pages\)](#)



**2023-26 CONTRACT FOR  
OXNARD SCHOOL DISTRICT  
YCP SIGNATURE | AFTER SCHOOL | SUMMER SCHOOL PROGRAMS**

Set forth below are the estimated costs and expenses for the Youth Cinema Project (“Youth Cinema Project”) for the Oxnard School District (the “District”).

**I. SIGNATURE YEAR PROGRAM**

The estimate is based on the assumption of 180 instructional days per school year, 34 weeks of Youth Cinema Project instruction and class sizes of 30 students for two classes. Students produce narrative short films.

**1. Instruction:**

Instruction is planned for ninety (90) teaching minutes per day twice a week for 34 weeks. Each class will require two Youth Cinema Project mentors, as well as a classroom teacher or instructional aid. In addition, each session requires one (1) hour of prep time and one (1) hour of supplemental pay per mentor outside of teaching hours.

Mentor #1: 7 hours per week x 34 weeks = 238 hours x \$116 = **\$27,608**  
Mentor #2: 7 hours per week x 34 weeks = 238 hours x \$116 = **\$27,608**  
TOTAL = **\$55,216**

Instruction for two classes x \$55,216 = **\$110,432**

**2. Orientation and Staff Development:**

Prior to the start of the program and during winter before the start of the second semester, school teachers and administrators assigned to the program will participate in an orientation conducted by YCP staff. Mentor orientation and development will also be conducted year-round for each class. Total annual number of hours for orientation, training, and staff development for two classes are 54 hours.

Orientation, Training, and Development total for two classes per school year: 54 x \$116 = **\$6,264**

**3. Program Management, Coordination, and Additional Expenses:**

The program will be overseen by Youth Cinema Project management. Coordination and support includes but is not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, scheduling and managing student film production logistics, and solicitation and coordination of other activities designed to enhance our curriculum. The year will culminate with the Los Angeles Latino International Film Festival (LALIFF), the film festival where students will screen their final projects at a movie theater and they will have the opportunity to participate in panels, Q&As, workshops, special screenings and other events.

Program Management for two classes per school year = **\$42,304.40**

#### 4. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The School or district will be responsible for the purchase and will own said equipment. The cost of equipment depends on the grade.

#### 5. Cost Overview

The estimated cost for two classes per school year (without equipment) is:

Instruction	\$110,432.00
Training & Year-Round Development	\$6,264.00
Program Management	<u>\$42,304.40</u>
TOTAL	\$159,000.40

## II. AFTER SCHOOL PROGRAM

The estimate is based on the assumption of 180 instructional days per school year, 34 weeks of Youth Cinema Project instruction and class sizes of 30 students for one class. Students produce PSAs and experimental short films.

### 1. Instruction

Instruction is planned for ninety (90) teaching minutes per day twice a week for 34 weeks. Each class will require two Youth Cinema Project mentors trained and provided by YCP. All YCP personnel undergo DOJ LiveScan fingerprinting and criminal background checks. In addition the district will assign a credentialed classroom teacher and/or instructional aid to each class to oversee the mentor's interactions with students at all times. Each session requires one (1) hour of prep time and one (1) hour of supplemental pay per mentor outside of teaching hours.

Mentor #1: 7 hours per week x 34 weeks = 238 hours x \$116 = **\$27,608**

Mentor #2: 7 hours per week x 34 weeks = 238 hours x \$116 = **\$27,608**

**TOTAL = \$55,216**

### 2. Orientation and Staff Development:

Prior to the start of the program, school teachers and administrators assigned to the program will participate in an orientation conducted by Youth Cinema Project staff. Mentor orientation and development will also be conducted year-round for each class. Total annual number of hours for orientation, training, and staff development for one after school class is 35 hours.

Orientation, Training, and Staff Development cost for one class per school year: 35 x \$116 = **\$4,060**

### 3. Program Management, Coordination, and Support:

The program will be overseen by Youth Cinema Project management. Coordination and support includes but is not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, scheduling and managing student film production logistics, and solicitation and coordination of other activities designed to enhance our curriculum. The year will culminate with the Los Angeles Latino International Film Festival (LALIFF), the film festival where students will screen their final projects at a movie theater and they will have the opportunity to participate in panels and Q&As.

Program Management for one class per school year = **\$20,791.40**

### 4. Equipment Requirements

YCP will provide a list of the equipment required for the program. The School or District will be responsible for the purchase and will own said equipment. The cost of equipment depends on the grade.

**5. Cost Overview**

The yearly estimate for one class (without equipment) is:

Instruction	\$55,216.00
Training & Year-Round Development	\$4,060.00
Program Management	<u>\$20,791.40</u>
<b>TOTAL</b>	<b>\$80,067.40</b>

**III. SUMMER SCHOOL**

The estimate is based on a total of 16 days (15 days of instruction + 1 day of inventory/tech prep for mentors) and a class size of a maximum of 30 students per class, for one class. Projects may include public service announcements (PSAs), short experimental films or mini-documentaries.

**1. Instruction**

Instruction is planned for four (4) teaching hours per day for a total of 16 days. Each class will require two Youth Cinema Project mentors, as well as a classroom teacher or instructional aid. In addition, each session requires one (1) hour of prep time and one (1) hour of supplemental pay per instructor outside of teaching hours.

Mentor #1: 6 hours per day x 16 days = 96 hours x \$116 = **\$11,136**  
 Mentor #2: 6 hours per day x 16 days = 96 hours x \$116 = **\$11,136**  
 TOTAL = **\$22,272**

**2. Orientation and Staff Development:**

Prior to the start of the program, school teachers and administrators assigned to the program will participate in an orientation conducted by Youth Cinema Project staff. Total annual number of hours for orientation for one class is two hours.

Orientation, Training, and Staff Development Costs for one summer class: 2 x \$116 = **\$232**

**3. Program Management, Coordination, and Support:**

The program will be overseen by Youth Cinema Project management. Coordination and support includes but is not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, scheduling and managing student film production logistics, and solicitation and coordination of other activities designed to enhance our curriculum. We recommend that the district coordinate a screening of the final projects.

Program Management for one summer class = **\$6,175.60**

**4. Equipment Requirements**

The Youth Cinema Project will provide a list of the equipment required for the program. The School or district will be responsible for the purchase and will own said equipment. The cost of equipment depends on the grade.

**5. Cost Overview**

The estimated cost for one summer class is:

Instruction	\$22,272.00
Training & Development	\$232.00
Program Management	<u>\$6,175.60</u>
<b>YCP SUMMER TOTAL</b>	<b>\$28,679.60</b>

#### **IV. GRAND TOTAL**

The estimated cost for one year with all three programs:

I.	Signature Program (two classes):	\$159,000.40
II.	After School Program (one class):	\$80,067.40
III.	Summer Program (one class):	<u>\$28,679.60</u>
	<b>GRAND TOTAL</b>	<b>\$267,747.40</b>

#### **1. Multi-year subsidy:**

YCP offers a 25% subsidy on three (3) year contracts. The totals for a 3 year contract would be:

<b>Total for Year 1 (2023-2024):</b>	<b>\$200,810.55</b>
<b>Total for Year 2 (2024-2025):</b>	<b>\$200,810.55</b>
<b>Total for Year 3 (2025-2026):</b>	<b><u>\$200,810.55</u></b>
<b>GRAND TOTAL WITH SUBSIDY</b>	<b>\$602,431.65</b>



## **Scope of Services**

In accordance with the contents of this Agreement, the District is hiring YCP as an Independent Contractor to provide instructional filmmaking including: screenwriting, storyboarding, casting, directing, production, editing, sound recording, lighting, editing and other film related skills. YCP will provide the curriculum and lesson plans for each class and course.

## **Billings**

YCP will bill the District on a monthly basis. All amounts due will be payable to the “**Youth Cinema Project.**” The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

All communication shall be directed to:

ATTN: Youth Cinema Project  
143 South Glendale Ave. #204  
Glendale, CA 91205

## **Cooperation in Program Assessment**

YCP will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

## **Intellectual Property**

YCP recognizes that the films produced by the students are property of the District. The District hereby grants YCP a license to use the student films for purposes of marketing the program and showcasing the students’ work at LALIFF, on the YCP website, YouTube and other social media platforms, other film festivals, partner websites, and other media in perpetuity. Students can share films or other video content created in the class on their own social media.

Parents will have the right to decide if their student’s name, voice, image, photos, sound recordings, video recordings, and/or written work can be published or disclosed by choosing one of the following:

- Full media consent. I grant permission for video recordings and photographs to be taken of my student and/or my student’s work, including acting on camera and the process of filmmaking during her/his participation in YCP. I also grant to the School District and the Latino Film Institute the irrevocable and unrestricted right and permission to use, distribute, promote and publish my student’s video recordings, photos, image, voice, likeness, name and work in connection with YCP.
- Limited media consent. I authorize the School District and the Latino Film Institute to use my student’s name and work in connection with YCP. My student’s photos, image, voice, likeness cannot be used and they cannot appear on camera.

If the parent does not complete, sign and return this Media Release, the student will participate in YCP but his/her name will not be credited in any film or broadcasting and his/her image, videos and photos will not be used or distributed.

**Term and Termination**

Please check one of the following options:

**Option 1:** District takes the Multi-Year option in section 6:

<b>Total for Year 1 (2023-2024):</b>	<b>\$200,810.55</b>
<b>Total for Year 2 (2024-2025):</b>	<b>\$200,810.55</b>
<b>Total for Year 3 (2025-2026):</b>	<b><u>\$200,810.55</u></b>
<b>GRAND TOTAL WITH SUBSIDY</b>	<b>\$602,431.65</b>

Thus, this agreement shall be effective as of August 01, 2023 and shall remain in effect through June 30, 2026.

*The District shall have the right to terminate this agreement with or without cause at any time. In such an event, the District shall pay YCP all amounts for time and cost incurred as of the date of such termination. The parties acknowledge that the District received a 25% discount on all services, and that YCP provided such discounts in return for a three-year service agreement. In the event that the District terminates this agreement prior to the end of the third year, the District will pay YCP an amount equal to the 25% discount on services rendered by YCP from the first date of this agreement through the date of its termination by the District.*

**Option 2:** District takes a single year contract for **\$267,747.40**

Thus, this agreement shall be effective as of August 01, 2023 and shall remain in effect through June 30, 2024.

If the foregoing terms and conditions are satisfactory, please execute in the space provided below and kindly return a signed copy at your earliest convenience. We appreciate the opportunity to provide services to the District and look forward to working with you.

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

**I have read and I am authorized to agree to the foregoing:**

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

Lisa A. Franz  
Director, Purchasing  
Oxnard School District  
Address: 1051 South A Street  
Oxnard, CA 93030  
\_\_\_\_\_

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

AND

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

Erika Sabel Flores  
Executive Director  
Latino Film Institute | Youth Cinema Project  
Address: 143 South Glendale Ave. #204  
Glendale, CA 91205  
United States

Date: 04/20/2023

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #22-209 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)**

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At the Board Meeting of February 15, 2023, the Board of Trustees ratified Agreement #22-209 with Educational Professionals of Central California, LLC, in the amount of \$15,000.00, to provide psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance (telephone conference).

Amendment #1 is needed to update the rate sheet previously provided by Educational Professionals of Central California, LLC at no additional cost to the District.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-209 with Educational Professionals of Central California, LLC.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #22-209, Educational Professionals of Central California, LLC \(16 Pages\)](#)

**Amendment #1 to Agreement #22-209 with  
Educational Professionals of Central California, LLC  
May 3, 2023**

At the Board Meeting of February 15, 2023, the Board of Trustees ratified Agreement #22-209 with Educational Professionals of Central California, LLC, in the amount of \$15,000.00, to provide psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance (telephone conference).

Amendment #1 is needed to update the rate sheet previously provided by Educational Professionals of Central California, LLC at no additional cost to the District.

**Educational Professionals of Central California, LLC:**

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

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

**Oxnard School District:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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



Independent Educational Evaluation Cost List

<b>Assessment/Evaluation</b>	<b>Cost**</b>
<b>Full Psycho-Educational Assessment (IQ, Ach., Processing, Adapt.)</b>	<b>\$6500</b>
Academic Achievement Assessment (Ach)	\$1750
Adaptive Behavior Assessment (Adapt)	\$1750
Intellectual Assessment (IQ)	\$1750
Processing Areas (attention, auditory, phonological, visual, motor, cognitive)	\$1750
<b>Behavioral Assessments/Services</b>	<b>Cost**</b>
<b>Assessment-Educationally Related Mental Health Services Evaluation (ERMS Assessment; Soc./Emo.)</b>	<b>\$2000</b>
Social Emotional Assessment	\$1400
ERMHS Assessment	\$900
Behavior Support Plans (P-BIP)	\$1100
Functional Analysis Assessment (FAA)	\$1550
Functional Behavior Assessment (FBA) W/Psych Ed	\$2500
Stand Alone FBA	\$3000

IEE Evaluators meet qualifications as specified in California Education Code. (E.C. 56320(b)(3); E.C. 56329). All assessments will be conducted in accordance with all the requirement of state and federal law. IEE Assessments will be completed by a Licensed Educational Psychologist. The practitioner shall also hold a valid and current Pupil Personnel Services Credential as a School Psychologist.

As part of the contracted evaluation and in order to be paid or reimbursed, Qualified Examiners shall:

- I. Perform an assessment and develop a report that complies with California Educational Code §§56320and 56327 detailing the requirements of assessments and reports;
- II. Provide protocols of all the assessments;
- III. Provide a written report to District and parent 5 days prior to the IEP team meeting;
- IV. Attend either in-person, virtually, or by phone the IEP meeting in which the IEE report is reviewed.

\*\*Cost shall be comparable to those costs that the district incurs when it uses its own employees or contractor to perform a similar assessment.

## OXNARD SCHOOL DISTRICT

### Agreement #22-209

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Educational Professionals of Central California, LLC (“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:

- 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.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 1, 2023 through June 30, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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.
- 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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), 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".

IL (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.

IL (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.

IL (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: 805.385.1509

To Consultant: Educational Professionals of Central California, LLC  
1398 W. Indianapolis Ave., #101  
Fresno, CA 93705  
Attn: Raul Tejada, M.A., P.P.S., L.E.P.  
Phone: (559) 666.3830  
Email: [ieeedpros@gmail.com](mailto:ieeedpros@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:**

**EDUCATIONAL PROFESSIONALS OF CENTRAL CALIFORNIA, LLC:**

Lisa A. Franz

Signature

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

3-15-2023

Date

Tax Identification Number: 95-6002318

[Signature]

Signature

CEO/Coordinator  
Typed Name/Title

3/2/23

Date

Tax Identification Number: 93-3718890

Not Project Related

Project #22-209

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-209**

**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 apprised of the status of performance by delivering the following status reports under the indicated schedule:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #22-209

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-209**

**COMPENSATION**

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

Total compensation shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), 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 \$15,000.00, as provided in Section 4 of this Agreement.**



- Not Project Related
- Project #22-209

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-209**

**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 #22-209

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 #22-209

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-209**

**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, **EDUCATIONAL PROFESSIONALS OF CENTRAL CALIFORNIA, LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: 3-15-2023

By: 

Lisa A. Franz  
Director, Purchasing



Independent Educational Evaluation Cost List

Assessment/Evaluation	Cost**
<b>Full Psycho-Educational Assessment (IQ, Ach., Processing, Adapt.)</b>	<b>\$4300</b>
Academic Achievement Assessment (Ach)	\$900
Adaptive Behavior Assessment (Adapt)	\$900
Intellectual Assessment (IQ)	\$1250
Processing Areas (attention, auditory, phonological, visual, motor, cognitive)	\$1250
<b>Behavioral Assessments/Services</b>	<b>Cost**</b>
<b>Assessment-Educationally Related Mental Health Services Evaluation (ERMS Assessment; Soc./Emo.)</b>	<b>\$1000</b>
Social Emotional Assessment	\$700
ERMHS Assessment	\$300
Behavior Support Plans (P-BIP)	\$500
Functional Analysis Assessment (FAA)	\$750
Functional Behavior Assessment (FBA)	\$1200

IEE Evaluators meet qualifications as specified in California Education Code. (E.C. 56320(b)(3); E.C. 56329). All assessments will be conducted in accordance with all the requirement of state and federal law. IEE Assessments will be completed by a Licensed Educational Psychologist. The practitioner shall also hold a valid and current Pupil Personnel Services Credential as a School Psychologist.

As part of the contracted evaluation and in order to be paid or reimbursed, Qualified Examiners shall:

- I. Perform an assessment and develop a report that complies with California Educational Code §§56320 and 56327 detailing the requirements of assessments and reports;
- II. Provide protocols of all the assessments;
- III. Provide a written report to District and parent 5 days prior to the IEP team meeting;
- IV. Attend either in-person, virtually, or by phone the IEP meeting in which the IEE report is reviewed.

\*\*Cost shall be comparable to those costs that the district incurs when it uses its own employees or contractor to perform a similar assessment.

Approved for 2021-2022 School Year



# Certificate of Liability Insurance

Date Issued: 02/17/2023

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Educational Professional Of Central California LLC  
Inez Zurita  
1398 W Indianapolis Avenue #101  
Fresno, CA 93705

**Policy Number:** AR110669  
**Policy Term:** 08/22/2022 to 08/22/2023

### Covered Locations

**Professional Liability:** Portable coverage, not location specific  
**General Liability Insured Location(s):**  
1398 W Indianapolis Avenue, Suite 101, Fresno, CA 93705

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	1,000,000	3,000,000
◦ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

### Certificate Holder

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

Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.**

### **Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

**Oxnard School District** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oxnard School District**.

Additional Insured Name and Mailing Address:  
Oxnard School District

1051 South A. Street  
Oxnard, CA, 93030

All other terms and conditions of this policy remain unchanged.

Policy #: AR110669  
Effective on or after: 08/22/2022  
Issued to: Educational Professional Of Central California LLC  
Expiration date: 08/22/2023

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

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

### **Ratification of Agreement #22-233 – Art Trek, Inc. (DeGenna/Smith)**

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Art Trek, Inc. is providing Site Instructors for on-site/in person art lessons, including materials, to TK-5th grade students at Brekke School.

**Term of Agreement:** May 1, 2023 through June 9, 2023

#### **FISCAL IMPACT:**

Not to Exceed \$10,975.00 – Title 1/Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Brekke School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-233 with Art Trek, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-233, Art Trek, Inc.](#)  
[Certificate of Insurance \(4 Pages\)](#)



**ART TREK, INC.**

A 501 (C) (3) non-profit organization

**SPRING 2023 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES**

This Agreement for Instructional Services between Brekke Elementary School with its address at West Park Village, 1400 Martin Luther King Jr. Drive, Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Brekke Elementary finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**TERM of SERVICES for four weeks of art lessons**

**ART TREK shall provide the following services to your school for 5 weeks:**

- Art Trek Site Instructors for five weeks of art lessons TK-5<sup>th</sup> grades  
These classes will be on site/in person for 5 weeks in Spring 2023
- Materials included

**PAYMENT: Art Trek will be paid as follows:**

Art Trek shall be paid for the number of hours on campus per week. Total number of hours per week equals approximately 22.5 hours.

• **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour

22.5 hours per week x \$95 per hour = \$2137.50 per week

**TOTAL:** \$2137.50 per week x 5 weeks = \$10,687.50

**INVOICING**

An invoice will be mailed monthly for payment. Payment is due upon receipt.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!

  
\_\_\_\_\_  
Nan Young- Executive Director

March 9, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date





**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

- (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
- I. **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.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Adoption of the K-5 History/Social Science Curricular Materials (DeGenna/Fox)**

---

The Board of Trustees will take action on the adoption of the K-5 History/Social Science curricular materials for grades K-5: Social Studies *Alive!* by TCI (Teachers Curriculum Institute). Information on the pilot process will be presented.

#### **FISCAL IMPACT:**

Estimate of the cost of materials \$1,730,000.00 (Textbook Supplemental Concentration Grant)

#### **RECOMMENDATION:**

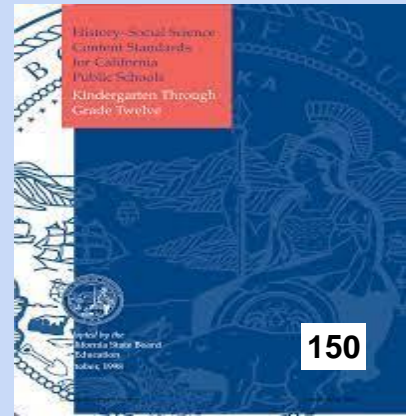
It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Teaching and Learning that the Board of Trustees approve the adoption of the K- 5 History/Social Studies Alive Curricular materials as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [History-Social Science Curriculum -Presentation \(pgs 18\).pdf](#)

# History/Social Science Curriculum Recommendation

*For Grades K-5*



# OSD Student Profile

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

## Innovator

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

## Problem Solver

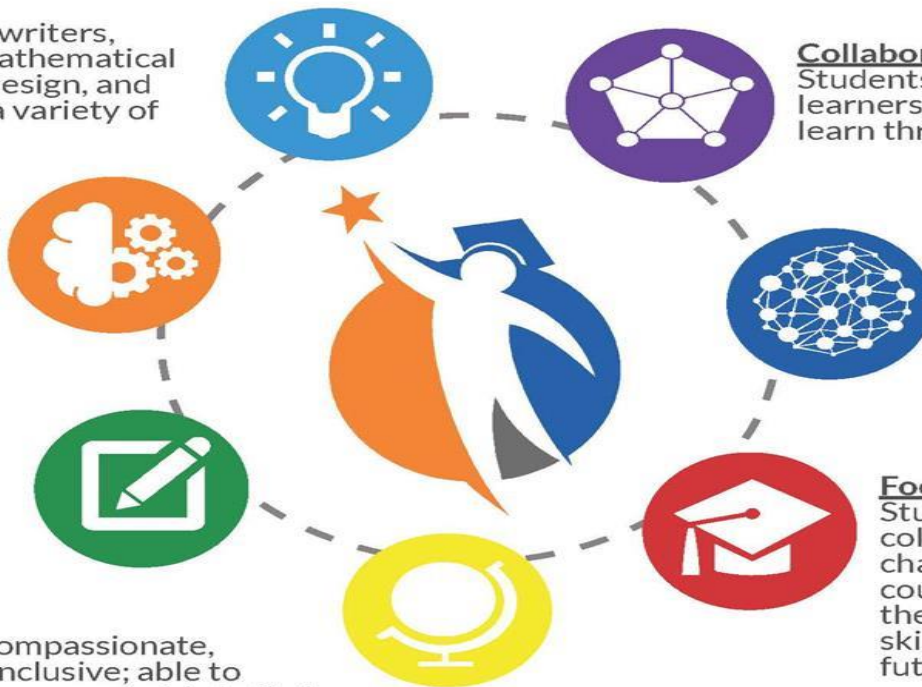
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

## Achiever

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

## Global Thinker

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



## Collaborator

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

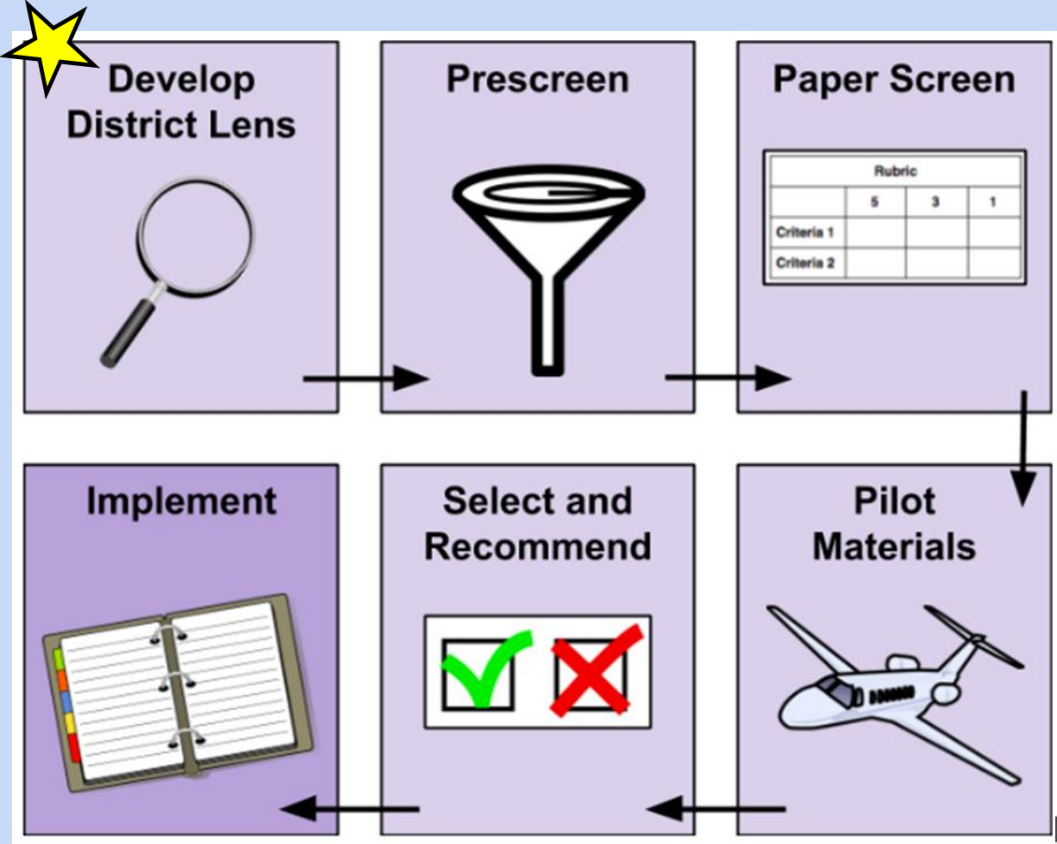
## Digital Learner

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

## Focused on the Future

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

# 2018 Adoption Toolkit History- Social Science Road Map



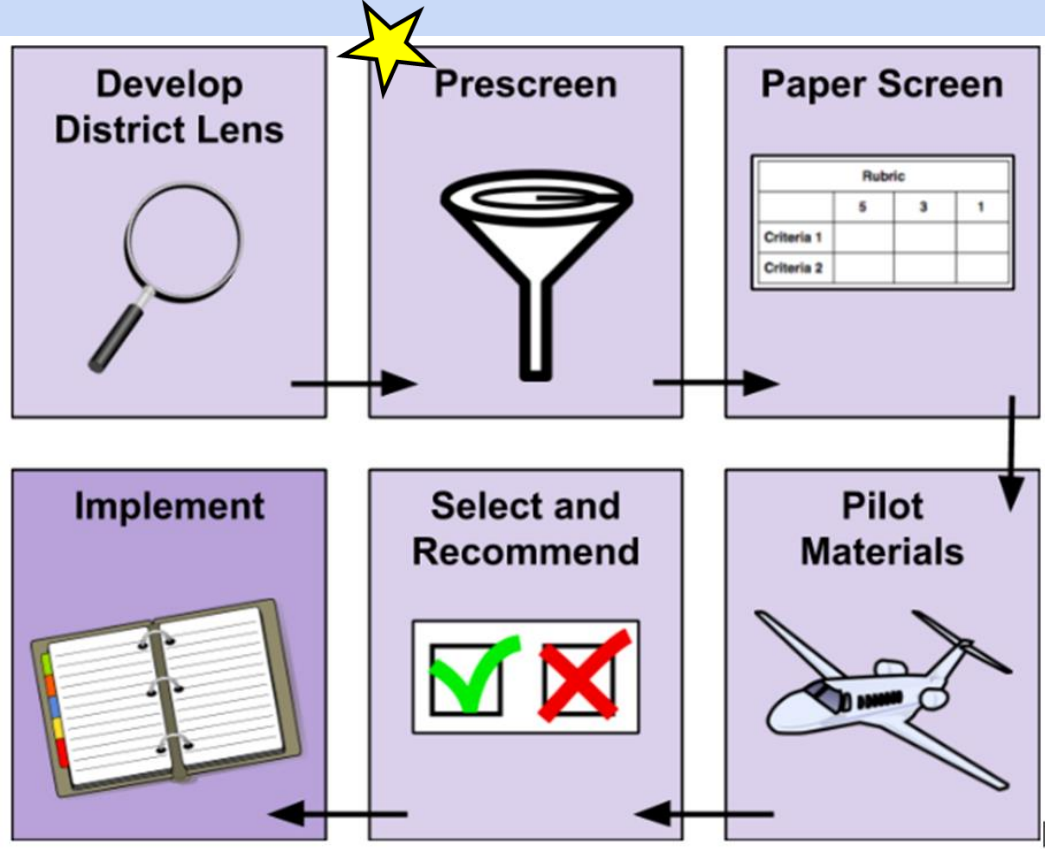
2018 Adoption Toolkit History - Social Science  
Section 2 and Section 3



# OSD District Lens

- ❖ Curriculum in Spanish and English
- ❖ Approved by California Department of Education
- ❖ K-5th grade
- ❖ ELD Support
- ❖ Comes with Supplies/Materials
- ❖ Compatible with OSD technology (ex: iPad, single sign-on)

# 2018 Adoption Toolkit History- Social Science Road Map



2018 Adoption Toolkit History - Social Science  
Section 2 and Section 3

# 2018 Adoption Toolkit

## History-Social Science



Curriculum and Instruction Steering Committee (CISC)  
CALIFORNIA COUNTY SUPERINTENDENTS  
Educational Services Association

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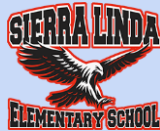
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# The Piloting Committee

## Schools

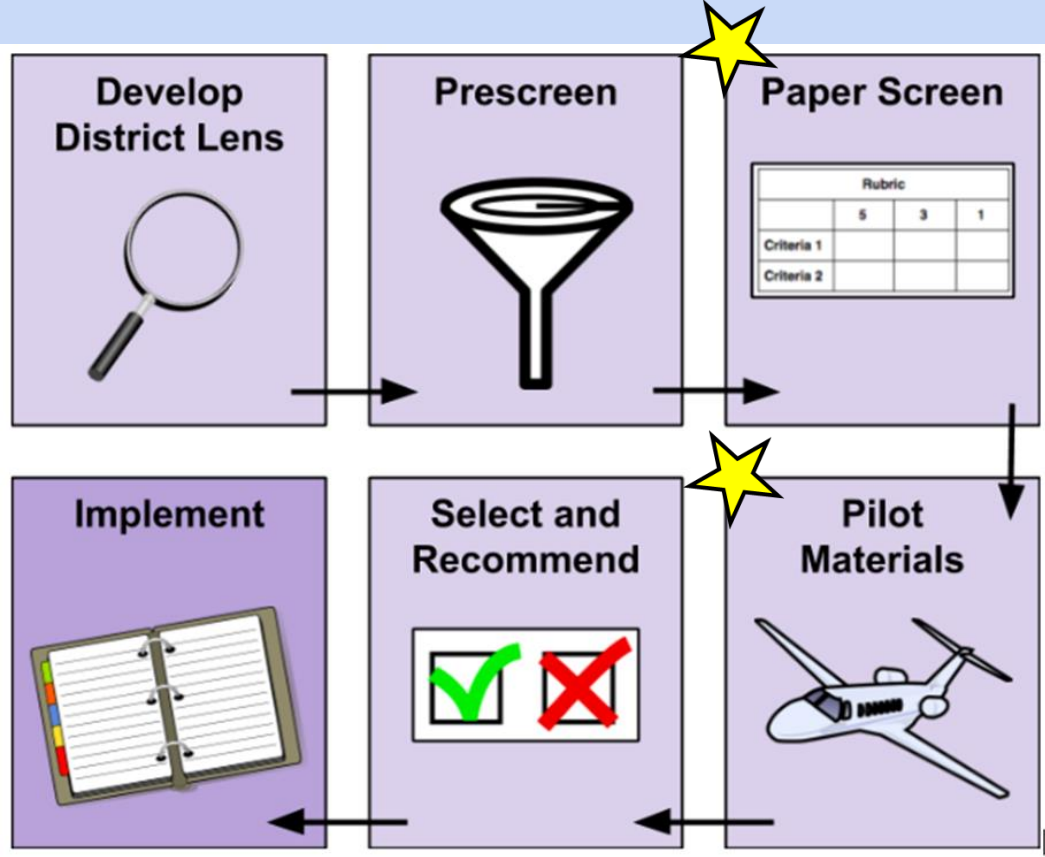
- Brekke
- Curren
- Elm
- Harrington
- Kamala
- Marina West
- McAuliffe
- Ritchen
- Rose Avenue
- Sierra Linda
- Soria



## 17 - K-5 teachers total:

- 1 - Kindergarten (DLI Spanish)
- 1 - 2nd grade teacher (SEI)
- 4 - 3rd grade teachers (SEI)
- 7 - 4th grade teachers (6 DLI Spanish/ 1 SEI)
- 4 - 5th grade teachers (SEI)

# 2018 Adoption Toolkit History- Social Science Road Map



2018 Adoption Toolkit History - Social Science  
Section 2 and Section 3

# The Paperscreen Process

## Scoring: Reaching Consensus

- ❖ All participants contribute ideas and evidence for their scores.
- ❖ View differences as helpful rather than as a hindrance; disagree publicly
- ❖ Paraphrase the discussion when needed and seek to understand each other's point of view
- ❖ Not a unanimous vote (15/17), but something the team can “live with” and use with fidelity

## Analysis Skills

Integration of History-Social Science Analysis Skills, Grades K-5			
Program:			
Grade Levels:	Guiding Statements Grade K-5	Evidence/Notes (include specific evidence and page number)	Rating
<b>Chronological and Spatial Thinking</b>			
1. Students place key events and people of the historical era they are studying in a chronological sequence and within a spatial context; they trace and use time, time, time. 2. Students correctly apply terms related to time, including past, present, future, decade, century, and generation. 3. Students explain how the present is connected to the past, identifying both similarities and differences between the two, and how some things change over time and some things stay the same. 4. Students use map and globe skills to determine the absolute location of places and interpret information available through a map or globe's legend, scale, and symbology. 5. Students judge the significance of the relative location of a place (e.g., proximity to a harbor on trade routes) and analyze how relative advantages or disadvantages can change over time.			
<b>Research, Evidence, and Point of View</b>			
1. Students differentiate between primary and secondary sources. 2. Students pose relevant questions about events they encounter in historical documents, eyewitness accounts, oral histories, letters, diaries, artifacts, photographs, maps, artworks, and architecture. 3. Students distinguish fact from fiction by comparing documentary sources on historical figures and events with fictionalized characters and events.			
<b>Historical Interpretation</b>			
1. Students summarize the key events of the era they are studying and explain the historical contexts of those events. 2. Students identify the human and physical characteristics of the places they are studying and explain how those features form the unique character of those places. 3. Students identify and interpret the multiple causes and effects of historical events. 4. Students conduct cost-benefit analysis of historical and current events.			
Subtotal			

## Critical Objectives

Integration of Criteria 1 Critical Objectives			
Program:			
Grade Levels:	Guiding Statements Grade K-5	Evidence/Notes (include specific evidence and page number)	Rating
1. History is presented as a story well told, with compelling and sensitive characters and based on the best recent scholarship. 2. Material is presented accurately, detailed content and a variety of perspectives and encourage student inquiry. 3. Material on religious matter is respectful and serene matter, offer varied perspectives in an unbiased and balanced manner. 4. There are numerous examples of men and women from different demographic groups who made important contributions. 5. Material, where appropriate, examine humanity's choice in ecological systems and the necessity for the protection of the environment. 6. Grade levels addressing California and US History Materials include the civil contributions of people from different demographic groups: Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, Lesbian, Gay, Bisexual and Transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the total development of California and the United States. 7. Emphasis is placed on civil values, democratic principles, and democratic institutions, including frequent opportunities for discussion of the fundamental principles embodied in the U.S. Constitution and the Bill of Rights. 8. Materials on American history give significant attention to the principles of free speech, justice, and patriotism and to a comprehension of the rights, duties, and obligations of citizenship, inspiring an understanding of and a commitment to American ideals.			
Subtotal			

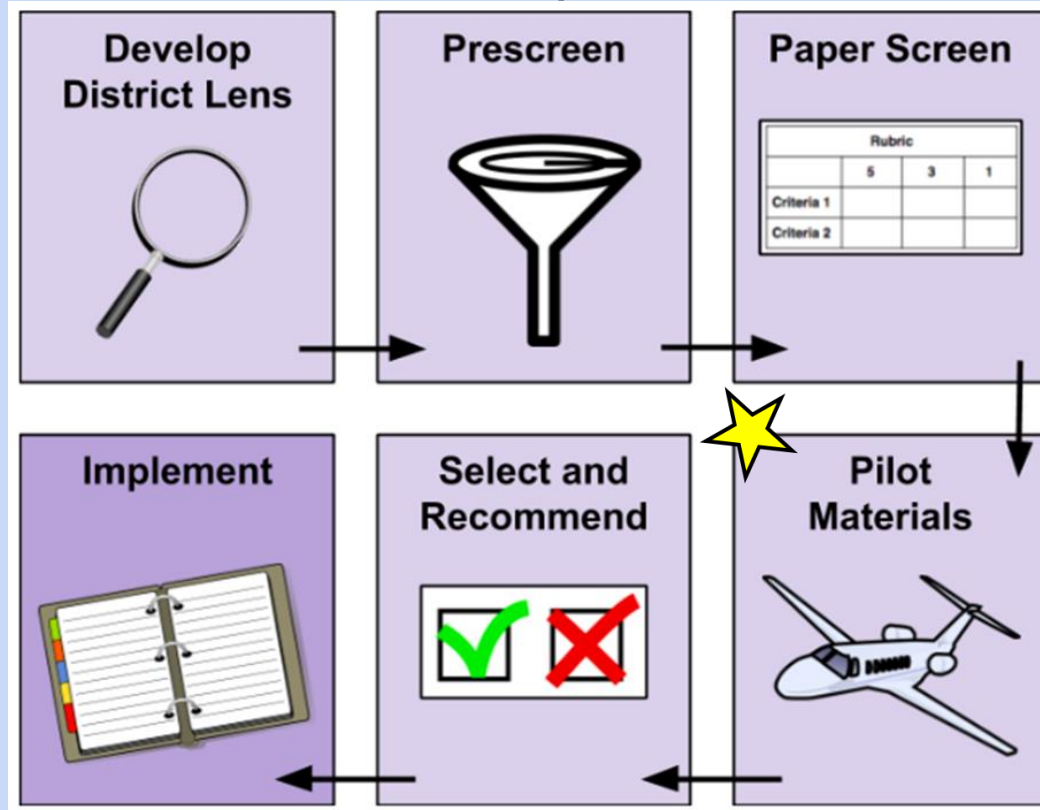
## Integrated Differentiation

Integration of Key Objectives of Integrated Differentiation			
Program:			
Grade Levels:	Guiding Statements	Evidence/Notes (include specific evidence and page number)	Rating
1. Students are provided with intellectually challenging, and open-ended tasks, along with the support to meet those tasks. 2. Units and lessons are carefully planned and implemented in order to strategically build upon prior skills and knowledge. 3. Materials reflect a culturally and linguistically responsive approach. 4. Specific supports are provided for English language learners in alignment with the varying levels in the ELI Standards: emerging, expanding, bridging. 5. Specific supports are provided for advanced learners by studying a topic, person, place, or event in more depth, conducting a more complex analysis of a topic, person, place, or event, reading and researching related topics independently, emphasizing the rigor and depth of the analysis skills to provide a challenge for all students. 6. Specific supports are provided for special education students in a general education classroom utilizing the principles of universal design for learning. 7. Specific supports are provided for students reading or writing below grade level to scaffold and support the content objectives and to assist in the acquisition of student skills to grade level. 8. Specific engagement strategies are provided to promote participation and academic skills for students experiencing difficulty as a result of being in poverty. 9. Short stories specific topics as needed.			
Subtotal			

## Ancillary Materials

Grade Level/Year Program Criteria 1			
Program Name:			
Grade Level/Year:	Guiding Statements	Evidence/Notes (include specific evidence and page number)	Rating
<b>1. Standards Alignment</b> a. How do the ancillary materials preface, retrace, and/or reinforce the standards taught in the core program? b. How do the ancillary materials provide review of the standards from the previous grade level in order to scaffold instruction for struggling learners? c. Insert additional questions based on District LMS.			
Subtotal			

# 2018 ADOPTION TOOLKIT HISTORY - SOCIAL SCIENCE Road Map



# Piloting the Materials

**Impact/Impacto (McGraw-Hill)**

September 14, 2022 - November 7, 2022

**Social Studies Alive! (TCI)**

November 9th, 2022 - January 26, 2022

**Studies Weekly (Studies Weekly)**

January 30, 2023 - March 20, 2023

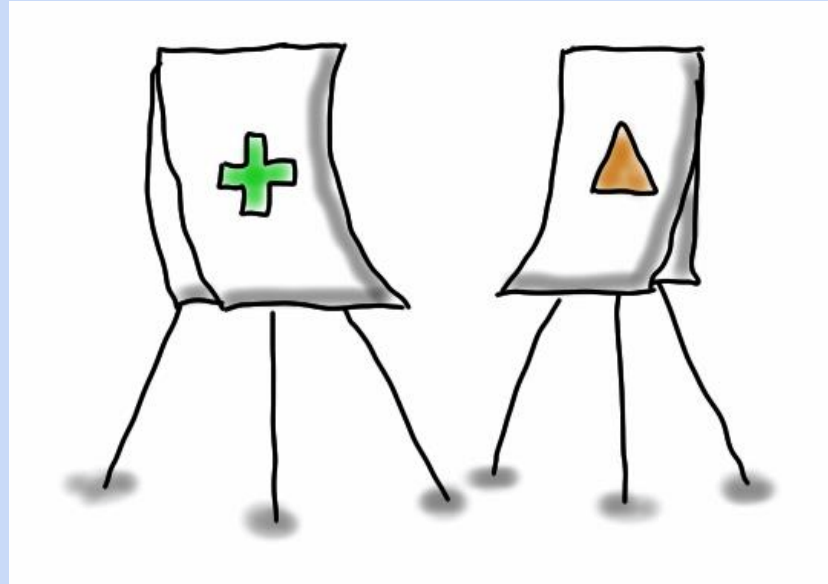




# Pluses and Deltas

## Pluses

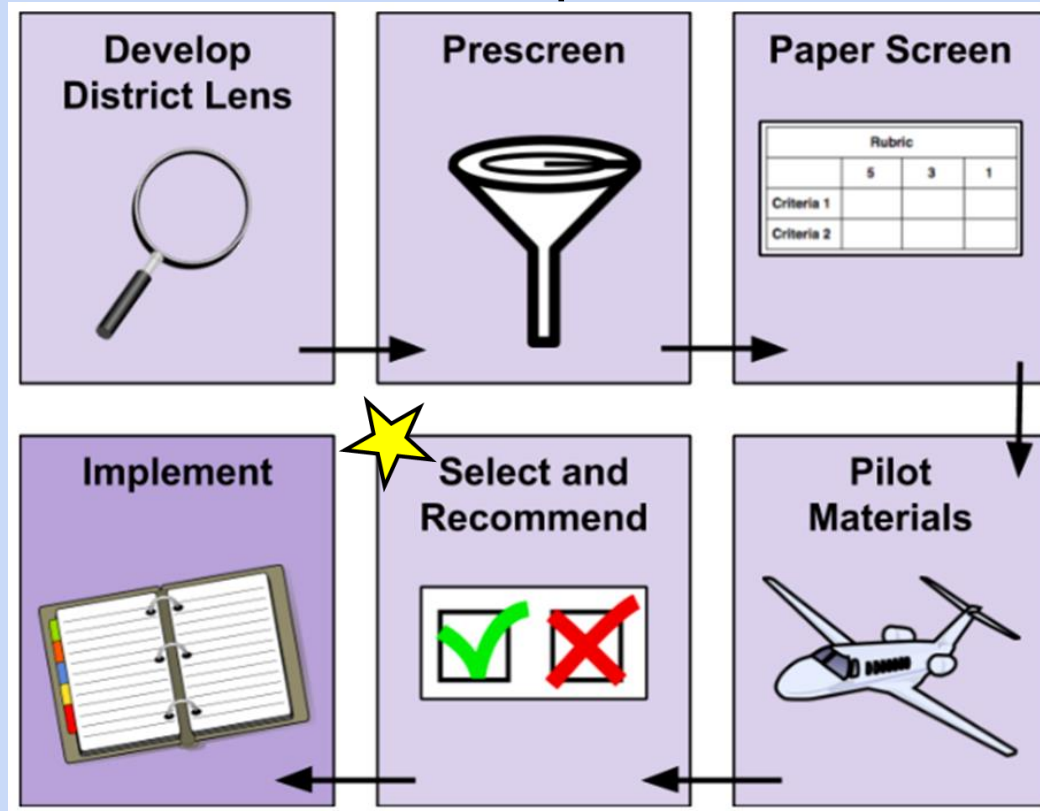
- Strengths
- Positives
- Successes



## Deltas

- Limitations
- Areas for improvement
- Challenges

# 2018 ADOPTION TOOLKIT HISTORY - SOCIAL SCIENCE Road Map



# Scoring: Reaching Consensus for Selection and Recommendation

- ❖ Each team member agrees he/she can support the program ultimately recommended by the piloting team.
- ❖ Each team member has a responsibility to support the adoption and its implementation throughout the district.

# Levels of Support

- I strongly agree with this program and can support it.
- I can support this program. I am willing to go along with this choice.
- I have concerns and cannot support this program.



**IMPACT**

**STUDIES ALIVE!**

**STUDIES WEEKLY**



I strongly agree with this program and can support it.



I can support this program. I am willing to go along with this choice.



I have concerns and cannot support this program.

# Pilot Team Recommendation:

**TCi** Brings  
**Learning Alive!**®

REVOLUTIONIZE YOUR CLASSROOM WITH  
**Social Studies Alive!**

## Social Studies Alive! For California



Social Studies Alive!  
*Me and My World*



Social Studies Alive!  
*My School and Family*



Social Studies Alive!  
*My Community*



Social Studies Alive!  
*California's Communities*



Social Studies Alive!  
*California's Promise*



Social Studies Alive!  
*America's Past*

ANY  
Questions?

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

---

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

#### **Certificated and Classified Management and Confidential Employees:**

- Salary Increase 10% on-schedule increase retroactive to July 1, 2022.
- Medical CAP change to \$15,000

#### **Certificated and Classified Management:**

- Effective 2023-2024 Annual Stipend for Doctorate: \$1000 will be granted to management staff with an earned doctorate degree.
- Retroactive 2022-2023 Anniversary Increments at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,616, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments.

#### **FISCAL IMPACT:**

In 2022-23 Total fiscal impact is \$1,504,307 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

In 2023-24 Total fiscal impact is \$105,201 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2022-2023 and 2023-24 compensation revisions, as detailed above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2022-23 Certificated Management Salary Schedule w-10% 4-27-23 FINAL](#). (three



pages)

2023-24 Certificated Management Salary Schedule w-3% 4-27-23 FINAL

(threepages)

2022-23 and 23-24 Classified Management Salary Schedule-10% 4.27.23 FINAL

(two pages)

2022-23 Confidential Salary Schedule 4-27-23 FINAL (two pages)

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 7-1-2022)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Position	Work Days	Step		
		Step 1	Step 2	Step 3
Director, Pupil Services	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, Special Education	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, School Performance & Student Outcomes	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, Teaching & Learning	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, Enrichment & Specialized Programs	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, Certificated Human Resources	261	\$ 139,637	\$ 152,198	\$ 165,899
Manager, Special Education	261	\$ 123,581	\$ 134,697	\$ 146,821
Manager, Mathematics & Physical Education	261	\$ 123,581	\$ 134,697	\$ 146,821
Manager, Equity, Family, & Community Engagement	261	\$ 123,581	\$ 134,697	\$ 146,821

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

*Salary increase of 10.00% retro 7/1/2022*

*Pending Board Approval 5/3/23*

**SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 7-1-2022)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Credit for Out of District Management Experience:** All currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments. (Effective as of 7/1/2022)

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 764.44	\$ 164,355
Master Principal, Elementary School	210	\$ 724.58	\$ 152,161
Master Assistant Principal, Middle School/K-8	210	\$ 661.33	\$ 138,879
Master Assistant Principal, Elementary School	205	\$ 661.33	\$ 135,573
Principal, Middle School/K-8	215	\$ 724.57	\$ 155,782
Principal, Elementary School	210	\$ 669.80	\$ 140,658
Assistant Principal, Middle School/K-8	210	\$ 646.36	\$ 135,736
Assistant Principal, Elementary School	205	\$ 646.36	\$ 132,504

*Salary increase of 10.00% retro 7/1/2022*

**Health and Welfare Benefits:** Effective October 1, 2022, the District will make an annual contribution for all Certificated Management equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees:** For any Certificated Management employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Certificated Management employee and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Certificated Management** hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2023-24**

(Effective 7-1-2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$706.14	\$769.71
Director, Special Education	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$706.14	\$769.71
Director, School Performance & Student Outcomes	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$ 706.14	\$769.71
Director, Teaching & Learning	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$706.14	\$769.71
Director, Enrichment & Specialized Programs	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$706.14	\$769.71
Director, Certificated Human Resources	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$ 706.14	\$769.71
Manager, Special Education	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Mathematics & Physical Education	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Equity, Family, & Community Engagement	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**\*Calendar reflects positive work days and 3.0% increase daily rate for Certificated Directors only 7/1/2023.**

**SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2023-24**

(Effective 7-1-2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments. Retroactive to 7-1-2023

**Credit for Out of District Management Experience:** All currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 764.44	\$ 164,355
Master Principal, Elementary School	210	\$ 724.58	\$ 152,161
Master Assistant Principal, Middle School/K-8	210	\$ 661.33	\$ 138,879
Master Assistant Principal, Elementary School	205	\$ 661.33	\$ 135,573
Principal, Middle School/K-8	215	\$ 724.57	\$ 155,782
Principal, Elementary School	210	\$ 669.80	\$ 140,658
Assistant Principal, Middle School/K-8	210	\$ 646.36	\$ 135,736
Assistant Principal, Elementary School	205	\$ 646.36	\$ 132,504

**Health and Welfare Benefits:** Effective October 1, 2023, the District will make an annual contribution for all Certificated Management equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees:** For any Certificated Management employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Certificated Management employee and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Certificated Management** hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM:**

**2022-23 and 2023-2024**

(Effective retroactive to 7-1-2022)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree. As of July 1, 2023 annual doctoral stipend will increase to \$1,000.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.



**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<b>Position</b>	<b>Work Days*</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Chief Information Officer	261	\$ 145,012	\$ 158,058	\$ 172,285
Director of Classified Human Resources	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Fiscal Services	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Facilities	261	\$ 128,164	\$ 139,692	\$ 152,268
MEP Maintenance & Energy Programs Manager	261	\$ 116,007	\$ 126,916	\$ 137,825
Director of Network Operations	261	\$ 114,575	\$ 124,887	\$ 136,123
Director of Purchasing	261	\$ 109,918	\$ 119,804	\$ 130,589
Senior Manager, Maintenance & Operations	261	\$ 105,976	\$ 115,509	\$ 125,905
Director of Child Nutrition Services	261	\$ 104,046	\$ 113,407	\$ 123,614
Risk Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Human Resources Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Director of Early Childhood Education Programs	261	\$ 98,199	\$ 107,033	\$ 116,667
Director of Transportation	261	\$ 98,199	\$ 107,033	\$ 116,667
Accounting Manager/Internal Auditor	261	\$ 88,000	\$ 95,916	\$ 104,550
Executive Assistant to the Superintendent**	261	\$ 88,000	\$ 95,916	\$ 104,550
Senior Human Resources Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Web Content Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Enrollment Center Manager	261	\$ 84,542	\$ 92,146	\$ 100,441
Warehouse Manager	261	\$ 77,656	\$ 84,641	\$ 92,259
Custodial Services Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Grounds Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Maintenance Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Asst. Director of Child Nutrition Services	261	\$ 73,260	\$ 79,850	\$ 87,036

*Increase of 10.0% for 2022-23 retro 7/1/22*

*Pending Board Approval: 5-3-23*

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM: 2022-23 and 2023-24**

(Effective retroactive to 07/01/2022)

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

STEPS						ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Range #						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$3,485	\$3,661	\$3,842	\$4,037	\$4,236	\$4,276	\$4,316	\$4,356	\$4,396	\$4,436
1.5	\$3,576	\$3,750	\$3,942	\$4,136	\$4,343	\$4,383	\$4,423	\$4,463	\$4,503	\$4,543
2.0	\$3,661	\$3,842	\$4,037	\$4,236	\$4,446	\$4,486	\$4,526	\$4,566	\$4,606	\$4,646
2.5	\$3,750	\$3,942	\$4,136	\$4,343	\$4,565	\$4,605	\$4,645	\$4,685	\$4,725	\$4,765
3.0	\$3,842	\$4,037	\$4,236	\$4,446	\$4,675	\$4,715	\$4,755	\$4,795	\$4,835	\$4,875
3.5	\$3,942	\$4,136	\$4,343	\$4,564	\$4,791	\$4,831	\$4,871	\$4,911	\$4,951	\$4,991
4.0	\$4,037	\$4,236	\$4,446	\$4,675	\$4,913	\$4,953	\$4,993	\$5,033	\$5,073	\$5,113
4.5	\$4,136	\$4,343	\$4,564	\$4,791	\$5,031	\$5,071	\$5,111	\$5,151	\$5,191	\$5,231
5.0	\$4,236	\$4,446	\$4,675	\$4,913	\$5,149	\$5,189	\$5,229	\$5,269	\$5,309	\$5,349
5.5	\$4,343	\$4,565	\$4,791	\$5,031	\$5,281	\$5,321	\$5,361	\$5,401	\$5,441	\$5,481
6.0	\$4,446	\$4,675	\$4,913	\$5,149	\$5,409	\$5,449	\$5,489	\$5,529	\$5,569	\$5,609
6.5	\$4,565	\$4,791	\$5,031	\$5,281	\$5,548	\$5,588	\$5,628	\$5,668	\$5,708	\$5,748
7.0	\$4,675	\$4,913	\$5,149	\$5,409	\$5,678	\$5,718	\$5,758	\$5,798	\$5,838	\$5,878
7.5	\$4,791	\$5,031	\$5,281	\$5,548	\$5,818	\$5,858	\$5,898	\$5,938	\$5,978	\$6,018
8.0	\$4,913	\$5,149	\$5,409	\$5,678	\$5,964	\$6,004	\$6,044	\$6,084	\$6,124	\$6,164
8.5	\$5,031	\$5,281	\$5,548	\$5,818	\$6,109	\$6,149	\$6,189	\$6,229	\$6,269	\$6,309
9.0	\$5,149	\$5,409	\$5,678	\$5,964	\$6,263	\$6,303	\$6,343	\$6,383	\$6,423	\$6,463
9.5	\$5,281	\$5,548	\$5,818	\$6,109	\$6,417	\$6,457	\$6,497	\$6,537	\$6,577	\$6,617
10.0	\$5,409	\$5,678	\$5,964	\$6,263	\$6,572	\$6,612	\$6,652	\$6,692	\$6,732	\$6,772
10.5	\$5,548	\$5,818	\$6,109	\$6,417	\$6,741	\$6,781	\$6,821	\$6,861	\$6,901	\$6,941
11.0	\$5,678	\$5,964	\$6,263	\$6,572	\$6,902	\$6,942	\$6,982	\$7,022	\$7,062	\$7,102
11.5	\$5,818	\$6,109	\$6,417	\$6,741	\$7,078	\$7,118	\$7,158	\$7,198	\$7,238	\$7,278
12.0	\$5,964	\$6,263	\$6,572	\$6,902	\$7,249	\$7,289	\$7,329	\$7,369	\$7,409	\$7,449
12.5	\$6,109	\$6,417	\$6,741	\$7,078	\$7,433	\$7,473	\$7,513	\$7,553	\$7,593	\$7,633

\***Anniversary Increments:** Employees shall earn an increment of \$40 each month at the beginning of the 7<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Work Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373
Human Resources Analyst	261	10.0	\$373
Administrative Assistant to Director, Certificated Human Resources	261	7.5	\$373

Pending Board Approval: 5/3/23

**Assignment to Step and Anniversary Increments.** Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven-year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

**Confidential Stipend.** In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

**Professional Growth.** All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

**Health and Welfare Benefits.** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs::

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life

**Disability Retirement Under PERS.** Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees**

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Confidential Employees hired on or after July 1, 2012, are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits.** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership.** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

*Salary increase of 10.0% retro 7/1/23*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Salary Reallocation to 2023 California Minimum Wage - Campus Assistant and Child Nutrition Worker (Torres/Lin)**

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Effective January 1, 2023, the minimum wage in California is \$15.50 per hour for all employers. Classified Human Resources has since followed the law and paid our lowest-paid classification Campus Assistant at Step C on Range 11.5 which equals to \$16.02 hourly, slightly above the minimum wage of California. The next lowest paid classification is Child Nutrition Worker with Range 13.5 and Step A, which is also at \$16.02 per hour.

Pursuant to California Education Code 45268 and Personnel Commission Rules & Regulations 70.100, Personnel Commission shall conduct salary surveys and recommend to the Board salary assigned to job classifications for the classified services.

Personnel Commission acted on February 9th, 2023, to approve the following two actions:

1. Recommended reallocating the salary range of Campus Assistant from range 11.5 (\$14.55 to \$17.70) to range 13.5 (\$16.02 to \$19.48) on the classified salary schedule, and
2. Recommended adjusting the salary range of Child Nutrition Worker upward from range 13.5 (\$16.02 to \$19.48) to range 14.5 (\$16.83 to \$20.48) on the classified salary schedule.

#### **FISCAL IMPACT:**

The 2023 California Minimum Wage law creates impact on both salary schedule reallocations for Campus Assistant (from range 11.5 to range 13.5) and Child Nutrition Worker (from range 13.5 to range 14.5) on classified salary schedule.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees, following the 2023 California Minimum Wage law, to approve both salary schedule reallocations for Campus Assistant (from range 11.5 to range 13.5) and Child Nutrition Worker (from 13.5 to range 14.5) on classified salary schedule.

#### **ADDITIONAL MATERIALS:**

**Attached:** [CSEA Salary Schedule 21-22 Updated 8.3.22.pdf](#)

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



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- 15 years of service: \$1.43
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- 25 years of service: \$2.39

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Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

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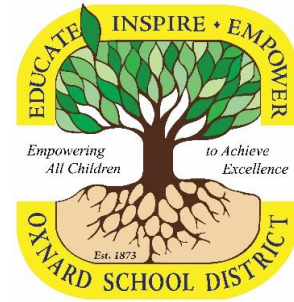
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**AVID Tutor (exempt) \$15 per hour**

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0		\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



**Employee Anniversary Increments:**  
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

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**AVID Tutor (exempt) \$15 per hour**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Revision of Duties of 19 Classifications and Title Changes of 7 Classifications (Torres/Lin)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”.

As part of the comprehensive classification and compensation study conducted by Educational Management Solutions (EMS), through multiple steps of job analysis focus group incumbent interviews, supervisor validation interviews, and incumbent reviews, Personnel Commission has planned to approve all classified job description updates, including some title changes, through multiple meetings.

The Personnel Commission acted on April 13th, 2023, to approve 19 job description revisions for four groups:

- Child Nutrition Services (3)
- Fiscal Services (5)
- Purchasing/Graphics/Warehouse Group (5)
- Technology (6)

At the same meeting, Personnel Commission also acted on 7 job title changes:

- For Payroll Technician changes To Payroll Accounting Technician
- For Senior Payroll Technician changes To Senior Payroll Accounting Technician
- For Accounting Specialist III changes To Accounting Specialist
- For Accounting Specialist IV changes to Senior Accounting Specialist
- For Information Technology Project Coordinator changes To Coordinator, Information Technology Project
- For Site Technology Coordinator changes To Coordinator, Information Technology Support
- For Technology Services Technician changes To Information Technology Support Technician

#### **FISCAL IMPACT:**

Salary reallocation recommendations will be presented separately at a later meeting.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of

Classified Human Resources that the Board of Trustees approve the revision of duties of 19 classifications and title changes of 7 classifications.

**ADDITIONAL MATERIALS:**

**Attached:** CSEA Salary Schedule 21-22.pdf  
Child Nutrition Cafeteria Coordinator.pdf  
Child Nutrition Services Operation Specialist.pdf  
Child Nutrition Worker.pdf  
Payroll Accounting Technician.pdf  
Position Control Specialist.pdf  
Senior Accounting Specialist.pdf  
Senior Payroll Accounting Technician.pdf  
Accounting Specialist.pdf  
Reprographics Coordinator.pdf  
Reprographics Technician.pdf  
Shipping-Receiving Clerk-Delivery Driver.pdf  
Warehouse Worker-Delivery Driver.pdf  
Buyer.pdf  
Coordinator, Information Technology Support.pdf  
Information Systems Data Technician.pdf  
Information Technology Support Specialist.pdf  
Instructional Materials Warehouse Attendant-Driver.pdf  
Network Systems Analyst.pdf  
Coordinator, Information Technology Project.pdf



Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.



**Employee Anniversary Increments:**  
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**AVID Tutor (exempt) \$15 per hour**

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5			\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0			\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
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Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



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**AVID Tutor (exempt) \$15.50 per hour**

Eff. 8/3/2022

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5			\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0			\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



## **Child Nutrition Cafeteria Coordinator**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Child Nutrition Cafeteria Coordinator is done for the purpose/s of planning, organizing, and coordinating the self-contained child nutrition operation at an assigned school; monitoring and training assigned staff; scheduling work assignments; overseeing and participating in the preparation and serving of all meals, and maintaining a variety of records and preparing reports.

This job reports to Director of Child Nutrition Services or Designee.

### **Essential Functions**

- Organizes and leads the self contained child nutrition processes of an assigned school cafeteria for the purpose of complying with District procedures and food safety and sanitation requirement.
- Corresponds and coordinates with CNS Office (e.g. discussions of cafeteria need, conditions, menu changes, etc.) for the purpose of implementing and maintaining meal services program.
- Plans self-contained child nutrition processes (e.g. organizing and leading self-contained child operation, performing a variety of food service duties as needed, etc.) for the purpose of ensuring compliance with District procedures and food safety and sanitation requirements; ensuring timely preparation and serving of food in accordance with fixed timetables.
- Monitors and oversees cafeteria hours and schedules (e.g. opening, closing, securing kitchen facilities, etc.) for the purpose of maintaining safety of cafeteria physical site.
- Oversees cafeteria cash processes (e.g. counting and tallying receipts, collecting monies, etc.) for the purpose of ensuring accurate recording of daily cash processes.
- Recommends policies, procedures, and actions (e.g. menu preparation, substitute worker placement, vendors, etc.) for the purpose of providing direction for meeting the district's goals and objectives.
- Assigns and participates in activities and projects (e.g. all cafeteria kitchen processes, including food preparation processes, requisition for food quantities, supplies, equipment, cleaning dishes, etc.) for the purpose of ensuring efficient site kitchen operations, complying with regulatory requirements and established guidelines.
- Performs a variety of food service duties as needed for the purpose of ensuring timely preparation and serving of food in accordance with fixed timetables.
- Prepares reports (e.g. inventory, sales, requisitions, daily production sheets, class lists, etc.) for the purpose of documenting activities, providing written reference, and conveying information.
- Oversees and participates in food service processes (e.g. preparation, cooking, sale, receiving inventory, receiving and checking merchandise, serving, portion control, wrapping, arranging and storage of foods, etc.) for the purpose of ensuring efficient completion of food service processes; accurate and efficient use of food service equipment; and serving of meals to students and staff.
- Maintains a clean, safe, sanitary cafeteria, kitchen, storeroom, and service station and oversees food separation being done and unwrapping new and used-up foods (e.g. scoring and cleaning carts, work tables, and counters; monitoring safety, operation of cafeteria equipment, etc.) for the purpose of maintaining required sanitary conditions.

- Operates a variety of equipment, machines, and kitchen tools used in the school cafeteria (e.g. slicer, chopper, mixer, tilt skillet, oven food processor, and related appliances, computer terminal, applicable district and department software, etc.) for the purpose of ensuring jobs are completed in a timely manner and meet established guidelines.
- Participates in meetings, workshops, and seminars for the purpose of conveying and gathering information and implementing required updates to perform cafeteria and kitchen functions.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of site cafeteria.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; time management skills; preparing and maintaining accurate records; analyzing data; assessment of kitchen equipment operation; classifying data and/or information; participating in interviews; and conducting meetings.

KNOWLEDGE is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: codes/laws/rules/regulations/policies; health standards and hazards; safety practices and procedures; required cafeteria processes and nutritional standards; methods of instruction and training; practices of personnel administration; knowledge of repair and maintenance of kitchen equipment; and required cafeteria processes and nutritional standards.

ABILITY is required to schedule a number of activities, meetings, and/or events; gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with similar types of data; and utilize a variety of types of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups and individuals; meeting deadlines and schedules; setting priorities; working as part of a team; assessing issues and solving problems; communicating effectively with Child Nutrition personnel; and working with detailed information/data.

#### **Responsibility**

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; managing multiple departments; monitoring budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to significantly impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 40% sitting, 30% walking, 30% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

**Experience:** Job related experience is required.

**Education:** High school diploma or equivalent.

**Equivalency:** Any combination equivalent to: Graduation from high school or equivalency. Additional coursework or training in nutrition, quantity food preparation, safety and sanitation, or a closely related field is desirable. Three (3) years of large quantity and high-volume food preparation experience in a commercial, restaurant, or institutional setting. Lead or supervisory experience is

desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training  
USDA Professional Standards Requirements

**Certificates and Licenses**

Food Handlers/ServSafe Certificate  
Valid Driver's License & Evidence of Insurability

**Clearances**

Criminal Background Clearance  
Physical Capacities Test Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 18.5

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## **Child Nutrition Services Operation Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Child Nutrition Services Operation Specialist is done for the purpose/s of coordinating the preparation, cooking, and serving of meal programs to meet student needs; monitoring and procuring materials, foodstuffs, equipment and supplies, school site meals; completing inventory reviews; organizing staff training; coordinating communications; standardizing and developing department marketing; acting as CNS Coordinator when needed; providing direction as needed; acting as a resource to on-site child nutrition service personnel; providing information to others; and scheduling work assignments within established timeframes and standards.

This job reports to Director of Child Nutrition Services or designee.

### **Essential Functions**

- Assists in coordinating and overseeing food service operations and activities (e.g. at a variety of sites; developing recipes; utilizing metric recipes; testing; conducting tasting panels;, etc.) for the purpose of implementing and executing accurate nutrition processes.
- Prepares and maintains various records and reports (e.g. related to menu production, USDA commodity orders, report accuracy; storage and rotation of food supply; inventory control at warehouse, etc.) for the purpose of providing direction for meeting Child nutrition services goals and objectives.
- Trains staff (e.g. preparation, storage, serving of foods; ordering, receiving and storing of inventory, including equipment; assessment of labor costs, etc.) for the purpose of ensuring efficient, and exemplary school site cafeteria operation throughout the District.
- Manages substitute placement when employees are out for the purpose of providing coverage at cafeterias as needed.
- Monitors fund balances of assigned programs and related financial activity for the purpose of ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and fiscal practices are followed.
- Implements assigned activities and projects (e.g. Nutrition Advisory Council planning for student taste testing; researching recipe ideas; providing direction for a variety of school site activities, etc.) for the purpose of complying with regulatory requirements and established guidelines.
- Manages warehouse inventory and stock levels (e.g. checking paperwork; making inventory adjustments; assisting in navigating ordering systems; approving every warehouse order, District wide; reviewing food and supply orders, etc.) for the purpose of documenting activities, providing written reference, ensuring compliance with food quality, freshness, appearance and portion control.
- Participates in meetings, workshops and seminars (e.g. providing recommendations at all school site cafeteria meetings; leading zoom meetings throughout the year, etc.) for the purpose of conveying and gathering information required to maintain child nutrition operations excellence.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of child nutrition.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; and preparing and maintaining accurate records; analyzing data; auditing financial reports; classifying data and/or information; comparing results; conducting meetings; estimating required resources.

KNOWLEDGE is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: health standards and hazards; safety practices and procedures; nutritional standards; assessment instruments and techniques; codes/laws/rules/regulations/policies; methods of instruction and training; practices of personnel administration; school safety and security practices; requirements of National School Breakfast/Lunch Program; storage processes; USDA community food program; inventory processes; Food safety procedures and practices.

ABILITY is required to schedule activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of types of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups and individuals; meeting deadlines and schedules; setting priorities; working as part of a team; communicating effectively; assessing needs and issues; training others; solving problems; and working with detailed information/data.

**Responsibility**

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a department, large work unit, and/or across several small work units; monitoring budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is some opportunity to significantly impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, 20% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

**Experience:** Job related experience is required.

**Education:** High school diploma or equivalent.

**Equivalency:** Any combination equivalent to: Graduation from high school or equivalent. Course work or training in culinary arts preferred. Three (3) years of experience in large quantity food preparation, distribution, service, inventory control and/or processing supply and equipment, preferably in a food service environment. Culinary experience is preferred.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Food Handlers/ServSafe Certificate

**Continuing Educ. / Training**

Mandated Reporter Training  
USDA Professional Standards

**Clearances**

Criminal Background Clearance  
Physical Capacities Test Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 21.5

**Revised Date**

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## **Child Nutrition Worker**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Child Nutrition Worker is done for the purpose/s of performing a variety of duties related to child nutrition programs; preparing and serving food items to students and/or school personnel; maintaining food service facilities in a clean and sanitary condition; engaging with and guiding students in the area of edible education; collecting money and making change; preparing, cooking and serving food; and performing other duties relative to assigned area of responsibility.

This job reports to Assignment Administrator.

### **Essential Functions**

- Cooks and serves food, prepared and/or from scratch, for the purpose of meeting mandated nutritional and projected meal requirements.
- Serves one or more items of food for the purpose of meeting mandated nutritional requirements and/or requests of students and school personnel.
- Prepares service line with food and beverage items, small wares, and equipment for the purpose of serving them to students and staff in an efficient manner.
- Follows established standard operating procedures for the purpose of ensuring compliance of USDA, CDE, Health Department, and District policies.
- Collects money and make change for the purpose of supporting cafeteria functions.
- Maintains kitchen and cafeteria areas for the purpose of ensuring a safe and sanitary working environment.
- Cleans utensils, equipment, storage, and food preparation and serving areas (e.g. washes, disinfects, sanitizes, mops, sweeps, removes trash, etc.) for the purpose of maintaining required sanitary conditions.
- Inventories, receives, and stores (e.g. dates items, moves older items to the front, etc.) for the purpose of ensuring availability of items required for meeting projected menu requirements.
- Inspects food items and/or supplies for the purpose of verifying quantity, quality and specifications of orders and/or complying with mandated health standards.
- Attends meetings, in-service training, workshops, etc. for the purpose of gathering information required to perform job functions.
- Reports operational concerns or equipment malfunctions to CN Coordinator for the purpose of notifying supervisor of need for repair and/or replacement.
- Assists in the preparation of a variety of routine reports related to food services (e.g. production records, temperature logs, inventory, moneys collected, etc.) for the purpose of ensuring compliance and providing information.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

**Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment found in a commercial kitchen; collecting money and making change; operating a variety of kitchen equipment and appliances in a safe and efficient manner; preparing simple records and reports; and communicating clearly and concisely, both orally and in writing.

KNOWLEDGE is required to perform basic math; read and follow instructions; and understand multi-step written and oral instructions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: sanitary and safety standards required in food handling; reading recipes and measuring food items; quantify of food preparation and handling; sanitation practices; kitchen equipment, utensils, and measurements; methods of preparing and serving food in large quantities; record-keeping techniques; basic food preparation including washing, cutting, cooking, and assembling food and ingredients; and proper methods of storing food items and supplies.

ABILITY is required to schedule activities, meetings, and/or events; gather and/or collate data; and consider a number of factors when using equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of types of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: working as part of a team; establishing and maintaining effective working relationships; working with interruptions; maintaining confidentiality of privileged information; understanding and follow oral and written directions.

**Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. Utilization of significant resources from other work units is routinely required to perform the job's functions. .

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 5% sitting, 35% walking, 60% standing. The job is performed under temperature extremes and under conditions with some exposure to risk of injury and/or illness.

- Experience:** Job related experience is desired.
- Education:** Completion of the Eighth Grade is desired.
- Equivalency:** Any combination equivalent to: Graduation from high school or equivalency is desirable. One (1) year of food handling and preparation experience.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Food Handlers/ServSafe Certificate - desirable

**Continuing Educ. / Training**

Mandated Reporter Training  
USDA Annual Professional Standards Requirement

**Clearances**

Criminal Background Clearance  
Physical Capacities Test Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 14.5

**Revised Date**

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## **Payroll Accounting Technician**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Payroll Accounting Technician is done for the purpose/s of performing the full range of technical payroll accounting transaction functions to assure District employees are paid in an accurate and timely manner; preparing and processing regular and supplemental payrolls; calculating, verifying, and updating a variety of payroll data; responding and resolving payroll issues; ensuring compliance with mandated requirements; and maintaining confidential employee records.

This job reports to Director of Finance or Designee.

### **Essential Functions**

- Compiles and reviews payroll information and documents in assigned computer system (e.g. employee time sheets, regular and supplemental payroll, pay rates, salary adjustments, overtime pay, authorizing signatures, coding, etc.) for the purpose of assuring accuracy and completeness of input and output data.
- Updates and maintains detailed payroll information, files, and payroll records for District personnel (e.g. pay rates, contributions, tax withholdings, tax shelter annuities, vacation and sick leave, payroll deductions, including union dues and retirement, etc.) for the purpose of ensuring the availability of documentation and compliance with established payroll policies and regulatory guidelines.
- Reviews and audits various payroll data, records and reports; compares, reconciles, identifies errors; and makes appropriate corrections and adjustments for the purpose of ensuring payroll accuracy and completeness.
- Sorts and distributes payroll and other related documents (e.g. new/change deduction forms, paystubs, etc.) for the purpose of providing documents in a timely manner.
- Researches discrepancies of payroll information and/or documentation (e.g. time sheets, leave time, etc.) for the purpose of ensuring accuracy and adherence to procedures prior to processing.
- Resolves discrepancies with payroll and/or benefit information and/or documentation by interacting closely with Human Resources, Budgeting, and other departments (e.g. payroll, benefit provider/s, withholding W4, salary status, payroll adjustments, problems, employment status, etc.) for the purpose of ensuring accuracy of payroll records and employee payments.
- Prepares written materials and reports and electronic payroll information for the purpose of documenting activities, providing reference, conveying information, and complying with established financial, legal, and/or administrative requirements.
- Processes a variety of payroll related transactions and balance payroll cycles (e.g. time sheets, withholding information, hours, tax information, leave, days worked and work assignment, retroactive pay, lost warrants and overtime, etc.) for the purpose of updating information, authorizing timely payment, maintaining accurate account balances, and complying with established payroll practices.
- Serves as an informational resource to employees and outside agencies concerning assigned payroll functions and responses to inquiries regarding payroll procedures (e.g. salaries, deductions, leave, taxes, paychecks, transactions, issues, practices, policies and procedures, contributions, direct deposits, etc.) for the purpose of providing and exchanging necessary information for making decisions; assisting employees; taking appropriate action; and/or complying with established fiscal guidelines.
- Participates in unit meetings, in-service training, workshops, webinars etc. for the purpose of conveying and/or gathering payroll and accounting information required to perform job functions.

## **Other Functions**

- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

## **Job Requirements: Minimum Qualifications**

### **Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; and organizing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: fiscal practices and procedures; financial record keeping; district certificated and classified bargaining unit contracts as they apply to compensation and leave benefits; applicable provisions of the Education Code; Federal and State tax laws and District payroll rules and regulations; District organization, operations and objectives; technical aspects of payroll transactions including tax computations; computer software applications including spreadsheets; telephone etiquette; and modern office equipment including personal computer, keyboard and ten key calculator.

ABILITY is required to schedule activities and/or meetings; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: reviewing work for accuracy and completeness; communicating with diverse groups; dealing tactfully and effectively with employees and others; meeting deadlines and schedules; working as part of a team; adapting to changing priorities; and maintaining confidentiality.

### **Responsibility**

Responsibilities include: working under limited supervision using standardized practices and/or methods; leading, guiding, and/or coordinating others; tracking budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Job related experience is required.

**Education:** High School Diploma or Equivalent supplemented with Community College Courses.

**Equivalency:** Any combination equivalent to: Graduation from high school supplemented by college-level course work in accounting or related field; and two (2) years of office clerical experience, with one (1) year in payroll, accounting or related area.

### **Required Testing**

Job-Related Skills Proficiency Test

### **Certificates and Licenses**

None Specified

### **Continuing Educ. / Training**

Mandated Reporter Training

### **Clearances**

Criminal Background Clearance

**FLSA Status**

**Approval Date**

**Salary Grade**

**Revised Date**

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## **Position Control Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Position Control Specialist is done for the purpose/s of coordinating and performing complex analytical and technical financial and budgeting work in support of the control function of the financial system for all positions in the District; exercising independent judgment in assisting in the formulation, analysis and execution of the general budget and authorized positions in accordance with established policies and procedures; working closely with site and department administrative staff in order to develop and manage site budgets; managing budget updates and calculates site allocations; creating and/or compiles position allocation, position control, budget, and other related reports as directed, and performing a variety of other duties relative to assigned area of responsibility.

This job reports to director of Finance or Designee.

### **Essential Functions**

- Conducts complex analytical and technical tasks involving the position control system for the purpose of assisting in the budget development and the preparation of the annual District budgets.
- Reviews and adjusts position, site, or department budgets in accordance with personnel actions (e.g. reclassification, changes in position Full-Time Equivalency (FTE), or salary reallocation, etc.) for the purpose of ensuring the financial resource for the site/department is sufficient for the personnel actions.
- Acts as liaison, serves as resource, confers with, and responds to inquiries with site staff and administration regarding staffing formulas, budgeting of positions, payroll and financial procedures and issues for the purpose of providing budgetary information; and increasing the understanding of proper position control.
- Analyzes financial and budgetary information related to position control (e.g. site budget reports, expenditures, variances, projections, etc.) for the purpose of identifying budget variances, compiling statistical information, identifying long-term budgetary goals, and/or conforming to established guidelines for the sites and departments.
- Advises and works closely with human resource, district administrative staff and school officials for the purpose of ensuring the accuracy of position control records.
- Compiles statistical and budget data; calculates cost allocations and projections for position control for the purpose of developing budget recommendations; providing summaries; and/or ensuring compliance with established regulatory guidelines.
- Sets up authorized positions in the position control system (e.g. creating and maintaining position control records and logs; advising others on change of position, budget, and account codes, etc.) for the purpose of meeting requirements in accordance with accounting manual.
- Develops special and regular financial and budget reports and written documentations (e.g. position allocation, position control, budget, etc.) for the purpose of summarizing budget and financial data for management and school official use in their decision-making processes.
- Confers with and assists site and department administrative staff with technical budgeting issues (e.g. developing site budget, inputting budget into the financial management system, revising budget, and preparing salary projection, etc.) for the purpose of preparing the information and data required for developing budgets and monitoring expenditures.

- Processes site budget transfers, amendments, and position control for the purpose of ensuring accuracy of data for decision making and/or complying with regulatory requirements.
- Receives and reviews requests to establish new or fill existing vacant positions for the purpose of ensuring positions are authorized and site funds are available.
- Provides information and direction to other department staff on budget, payroll, and HRA issues and future year set-up issues for the purpose of ensuring job functions are performed appropriately.
- Maintains manual and electronic files, documents and records (e.g. account structure, current and historical budget data by sites, financial records, position control, transfers, board actions, etc.) for the purpose of providing up-to-date reference and audit trail.
- Conducts small group meetings and/or meets with site staff and administration for the purpose of providing technical assistance and collaborating in the budget development process and position control.
- Participates in unit meetings, in-service training, workshops, and webinars for the purpose of conveying and/or gathering budget and position control information required to perform job functions.

### **Other Functions**

- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the business office.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, printers, scanners, typewriters, calculators, and fax machines; performing accounting procedures and standard bookkeeping; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform advanced math; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: accounting/bookkeeping principles; financial analyses and/or budget analyses; principles and objectives of budget preparation; financial database systems and software capabilities including spreadsheets; financial record keeping methods; district organization and administration; and laws, rules, and regulations governing public agency and school district accounting and budgeting operations.

ABILITY is required to schedule activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: utilizing computer database systems for financial data collection and analysis; working with detailed information/data; making arithmetic calculations quickly and accurately; preparing clear and comprehensive financial reports; establishing and maintaining effective working relationships; adapting to changing work priorities; communicating with diverse groups; meeting deadlines and schedules; setting priorities; exercising good judgement; working effectively with minimal direction; and maintaining confidentiality.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; monitoring budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. This job is performed in a



generally clean and healthy environment.

- Experience:** job related experience is required, with increasing level of responsibility is desired.
- Education:** Community college and/or vocational school degree with study in job-related area with an emphasis in business administration, accounting, or related field.
- Equivalency:** Two (2) years of college-level coursework in accounting, business administration, or a closely related field. Two (2) years of clerical accounting experience in accounts payable, accounts receivable, payroll, budgeting, or a closely related field. Experience working with position control functions and procedures is highly desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 24

**Revised Date**

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## **Senior Accounting Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Senior Accounting Specialist is done for the purpose/s of performing complex technical financial related functions in accounts payable, budgeting, accounting, food services, categorical bookkeeping and employee benefits; exercising independent judgment and in-depth knowledge related to District financial policies and procedures; assisting with the implementation of District financial policies and procedures; trouble-shooting financial problems and questions; assisting in planning and organizing department functions; assisting in technical staff training; providing instructions, recommendations and/or accounting support to other personnel; and processing a variety of job functions relative to assigned area of responsibility.

This job reports to Director of Finance or Designee.

### **Essential Functions**

- Conducts internal audits (e.g. checking categorical and program accounts, reviewing expenditure and activities, year-end journal entries and adjustment, etc.) for the purpose of ensuring the record keeping is in compliance with district/Program regulations and policies.
- Analyzes and verifies financial reports and statements, records of expenditure accounts, financial transactions and estimate costs for the purpose of assisting the preparation and revision of district and site budget process; identifying potential budget variances, and conforming to established financial practices and regulatory requirements.
- Creates and maintains a wide variety of financial information, files and records using the Excel, Word, Escape and Account-Ability programs (e.g. accounts payable, accounts receivable, contracts and agreements, ledgers, bank statements, etc.) for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines.
- Organizes fiscal service information meetings and participates in unit meetings, in-service training for assigned staff, workshops, webinars for the purpose of conveying and gathering information required to perform accounting responsibilities.
- Compiles and verifies a wide variety of financial information related to work assignments including district bank accounts for the purpose of establishing and maintaining accounts, and reconciling account balances in district records.
- Provides orientation and support to other departmental and school site personnel regarding accounting and budget technical, procedures and program requirements (e.g. payroll, accounts payable, accounts receivable, facilities, etc.) for the purpose of ensuring efficient processing in compliance within district fiscal policy and established regulatory guidelines.
- Assists auditors on various financial activities (e.g. providing procedural data, source documents, information on audit trails; collecting data; reconciling accounts; preparing governmental required reports, etc.) for the purpose of providing historical documentation and information on internal process that is required for audit submittal.
- Monitors the financial conditions of assigned funds and programs of various sites and departments for the purpose of preparing and recording the accounting journal entries; ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and/or fiscal practices.

- Reconciles a wide variety of financial data (e.g. monthly bank statements, invoices, claims, fees and payments, taxes, payroll, etc.) for the purpose of maintaining accurate financial processes and ensuring compliance with established accounting practices.
- Participates in the preparation of the year-end closing process and County, State and Federal Reports (e.g. accounts payable and receivable, accruals and reconciliations, various funds and programs, etc.) for the purpose of conforming to established legal financial practices and regulatory requirements.
- Serves as liaison and resource person between Department and District personnel, governmental agencies; responds to inquiries on budgeting and accounting from a wide variety of sources (e.g. district employees, vendors, auditors, administration, bank, other schools, etc.) for the purpose of facilitating communication, answering inquiries, interpreting fiscal procedures and/or application of District regulations and policies; and assists in training department staff.
- May assist in the daily operation of various function areas within the Business Department (e.g. payroll, accounts payable, accounts receivable, budgeting, fiscal record keeping, food service, categorical bookkeeping, and employee benefits, etc.) for the purpose of providing work coordination, participating in staff training, and resolving accounting and budget related issues.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned department.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, printers, scanners, typewriters, calculators, and fax machines; performing accounting procedures and standard bookkeeping; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: Public school accounting and financial record keeping principles and procedures; Federal, State and local laws, codes and regulations pertaining to school financial operations and reporting requirements; payroll taxes, deductions, retirement programs and specialized compensation programs; and financial system data processing concepts and procedures.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; maintaining confidentiality; setting priorities; meeting deadlines and schedules; working with detailed information; exercising good judgement; working effectively within established schedules with minimal direction; communicating effectively; assessing issues and problems, and providing solutions; and adapting to changing priorities.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; monitoring budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, 20% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Job related experience is required.  
**Education:** High School Diploma or Equivalent supplemented with Community College Courses.  
**Equivalency:** Any combination equivalent to: Graduation from high school supplemented by college-level course work in accounting or related field; and three (3) years of increasingly responsible budget, accounts payable, accounts receivable, payroll, financial or clerical accounting experience; lead experience preferable.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training

**Certificates and Licenses**

None Specified

**Clearances**

Criminal Background Clearance  
Tuberculosis Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 23

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## **Senior Payroll Accounting Technician**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Senior Payroll Accounting Technician is done for the purpose/s of performing a variety of advanced technical payroll accounting transactions involved in establishing, analyzing, auditing, reconciling, and maintaining manual and automated financial and payroll records to assure District employees are paid in an accurate and timely manner; performing complex payroll calculations and processes; verifying and updating payroll records; identifying and solving payroll problems; ensuring the accuracy of preliminary and final payroll reports, time sheets, spreadsheets, and funds distribution; responding to inquiries and/or requests for data and/or reports; preparing summary payroll reports; and providing work direction and guidance to assigned personnel.

This job reports to Director of Finance or Designee.

### **Essential Functions**

- Performs a variety of advanced technical payroll accounting activities in accordance with established policies and procedures; receiving, reviewing, verifying, preparing, processing, and auditing various payroll records and documents for the purpose of assuring District employees are paid in an accurate and timely manner.
- Coordinates with Human Resources and Risk Management on various special record keeping and payroll accounting transactions (e.g. information on new, resigning, and retiring employees; exhausted leaves or possible job abandonments; long term leaves of absence; verification of employment, etc.) for the purpose of providing timely information, ensuring accurate payroll payments, and avoiding overpayment.
- Oversees the establishment and maintenance of detailed payroll information, files and records for District personnel (e.g. pay rates, contributions, tax withholdings, tax shelter annuities, garnishment order from government agencies, vacation, sick leave, payroll deductions, including union dues and retirement, long term leaves, sub pay, pay cycle spreadsheet, etc.) for the purpose of ensuring the availability of documentation and compliance with established payroll policies and regulatory guidelines.
- Serves as primary technical resource to employees, county office, and outside agencies concerning district payroll functions, and responds to inquiries regarding payroll procedures (e.g. canceled and reissued checks, salaries, deductions, leave, Federal and State withholding taxes, transactions, practices, policies and procedures, contributions, direct deposits, etc.) for the purpose of providing and exchanging necessary information for making decisions, assisting employees, taking appropriate action, and/or complying with established fiscal guidelines.
- Audits various payroll data, records, and reports; compares, reconciles, identifies errors, and makes appropriate corrections and adjustments (e.g. forms, statements, records, reports, lists, spreadsheets, time cards, taxes, etc.) for the purpose of assuring proper calculation and reporting of payroll data.
- Reconciles discrepancies with payroll and/or benefit information and/or documentation, through interacting closely with Human Resources, Budgeting and other departments (e.g. payroll, benefit provider/s, withholding versus W4, salary status, payroll adjustments, problems, employment status, etc.) for the purpose of ensuring accuracy of payroll records and employee payments.
- Trains and provides working directions to other payroll staff regarding technical payroll accounting transaction process for the purpose of ensuring compliance with mandated requirements, District policies, and generally accepted payroll and accounting principles.

- Reviews and corrects payroll errors before processing payroll information and documents in assigned computer system (e.g. employee time sheets, regular and supplemental payroll, pay rates, salary adjustments, overtime pay, authorizing signatures, coding, etc.) for the purpose of assuring accuracy and completeness of entered payroll data.
- Researches discrepancies of payroll information and/or documentation; and responds to inquiries (e.g. time sheets, leave time, district payroll policies, etc.) for the purpose of ensuring accuracy and adherence to procedures prior to processing.
- Monitors and processes a variety of complex and/or special payroll related transactions; and maintains payroll control (e.g. garnishments, supplemental payroll, time sheets, withholding information, hours, tax information, grant, leave, days worked and work assignment, retroactive pay, lost warrants and overtime, vendor payments, voluntary deduction, etc.) for the purpose of updating information, authorizing timely payment, and complying with established payroll practices.
- Participates in and organizes meetings, in-service training, workshops, webinars for the purpose of conveying and/or gathering payroll and accounting information required to perform job functions.

### **Other Functions**

- Translates a variety of payroll/human resources information from English to a second language and from that language into English for the purpose of interpreting and facilitating communication on payroll procedures, practices, and policies between staff and non-English speaking members of the public.
- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, printers, scanners, typewriters, calculators, and fax machines; performing payroll procedures and standard bookkeeping; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: fiscal practices and procedures; financial record keeping; district certificated and classified bargaining unit contracts as they apply to compensation and leave benefits; applicable provisions of the Education Code; Federal and State tax laws and District payroll rules and regulations; District organization, operations and objectives; technical aspects of payroll transactions including tax computations; computer software applications including spreadsheets; telephone etiquette; and training principles.

ABILITY is required to schedule activities and/or meetings; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: reviewing work for accuracy and completeness; communicating with diverse groups; dealing tactfully and effectively with employees and others; meeting deadlines and schedules; working as part of a team; adapting to changing priorities; providing working directions; and maintaining confidentiality.

#### **Responsibility**

Responsibilities include: working under limited supervision using standardized practices and/or methods; directing other persons within a small work unit; tracking budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some

lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. This job is performed in a generally clean and healthy environment.

- Experience:** Job related experience with increasing levels of responsibility is required.
- Education:** High School Diploma or Equivalent supplemented with Community College Courses.
- Equivalency:** Any combination equivalent to: Graduation from high school supplemented by college-level course work in accounting or related field; and two (2) year experience in payroll, accounting or related area, preferably in government agencies. Lead experience is desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 23.5

**Revised Date**

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## **Accounting Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Accounting Specialist is done for the purpose/s of performing technical financial and accounting work requiring independent judgement in accounts payable, accounts receivable, accounting; processing, recording, updating, and reconciling fiscal information in compliance with established policies; providing instructions, recommendations and/or accounting support to other personnel; analyzing expenditures against budget; and processing a variety of job functions relative to assigned area of responsibility.

This job reports to Director of Finance or Designee.

### **Essential Functions**

- Prepares and processes invoices, statements, requisitions, checks, and similar documents; verifies appropriate payment accounts; and matches invoices with packing lists, purchase orders, and other documents for the purpose of providing accurate District payments.
- Analyzes financial information for the purpose of identifying potential budget variances, compiling statistical information, developing procedures, and conforming to established financial practices and regulatory requirements.
- Prepares and issues invoices; collects and reconciles a variety of payments and fees; and contacts parties to follow-up on uncollected payments for the purpose of ensuring accurate and timely receipt of funds to the district.
- Calculates miscellaneous tax payments and processes (e.g. tax forms, etc.) for the purpose of providing accurate compilation to appropriate departments and agencies.
- Oversees information for other District Departments (e.g. personnel, school sites, outside agencies, etc.) for the purpose of ensuring accuracy and adherence established procedures prior to processing.
- Reconciles a variety of financial data (e.g. invoices, fees, payments, etc.) for the purpose of maintaining accurate financial processes and ensuring compliance with established accounting practices.
- Assists auditors for the purpose of providing historical documentation and information on internal process that is required for audit.
- Responds to inquiries from a wide variety of sources (e.g. district employees, vendors, auditors, administration, etc.) for the purpose of facilitating communication and providing guidance among several parties; providing information and referral for addressing inquiry.
- Recommends policies, procedures and actions on issues that relate to accounting functions for the purpose of providing direction and decision making.
- Provides orientation and support to other departmental personnel regarding procedures and program requirements for the purpose of ensuring efficient processing in compliance within district policy and established regulatory guidelines.
- Monitors records and accounts for the purpose of ensuring that allocations are accurate, related revenues are generated and/or posted, expenses are within budget limits and/or fiscal practices are followed.
- Compiles a variety of financial information related to work assignments for the purpose of providing required documentation and processing information.



- Maintains a variety of financial information, files and records (e.g. accounts payable, accounts receivable, contracts; District contracts and agreements, etc.) for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines.
- Participates in unit meetings, in-service training, workshops, etc. for the purpose of conveying and gathering information required to perform accounting responsibilities.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned department.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: applying district, state and federal policies and regulations; operating standard office equipment including pertinent software applications; performing accounting procedures; interpreting regulations, policies, procedures; performing alphanumeric and 10-key data entry quickly and accurately and preparing and maintaining accurate records.

KNOWLEDGE is required to perform algebra and/or geometry; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: accounting/bookkeeping principles; financial analyses and/or budget analyses; principles and objectives of budget preparation; financial database systems and software capabilities including spreadsheets; financial record keeping methods; district organization and administration; and laws, rules, and regulations governing public agency and school district accounting and budgeting operations.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited. Specific ability based competencies required to satisfactorily perform the functions of the job include: utilizing computer database systems for financial data collection and analysis; working with detailed information/data; making arithmetic calculations quickly and accurately; preparing clear and comprehensive financial reports; establishing and maintaining effective working relationships; adapting to changing work priorities; communicating with diverse groups; meeting deadlines and schedules; setting priorities; and maintaining confidentiality.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, 20% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Job related experience is required.

**Education:** High school diploma or equivalent.

**Equivalency:** Any combination equivalent to: Graduation from high school supplemented by college-level course work in business administration, accounting, or related field; and two (2) years of accounts payable, accounts receivable, financial, or clerical accounting experience.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training

**Certificates and Licenses**

None Specified

**Clearances**

Criminal Background Clearance  
Tuberculosis Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 21.5

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## Reprographics Coordinator

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Reprographics Coordinator is done for the purpose/s of designing, planning, and organizing the District's Reprographics department; providing work direction to assigned personnel; managing operation of digital high-speed printers, copiers, and peripheral equipment; reproducing a variety of printed and copied materials in a timely manner; perform technical tasks relative to printing and reproduction of materials; completing requests in accordance with work order specifications; performing routine and minor maintenance on high speed copiers; ensuring the safe and efficient operation of reproduction equipment; and delivering completed materials within established timelines.

This job reports to Director of Purchasing or Designee.

### **Essential Functions**

- Oversees the work assigned to the Reprographics Technician for the purpose of maximizing the efficiency of the work force and meeting shift requirements.
- Assists district employees, parents, etc. with the design and production requirements for printing jobs (e.g. recommend paper, review layout, evaluate costs, etc.) for the purpose of meeting requester's needs in the most cost effective and viable manner.
- Provides a variety of technical information and assistance (e.g. for District personnel, etc.) for the purpose of providing appropriate reproduction materials and methods, design ideas, costs and scheduling.
- Maintains digital printing equipment, tools, supplies and work area for the purpose of ensuring a safe work environment and the availability of equipment and supplies required to complete work requests.
- Operates various equipment (e.g. collators, stitches, folders, paper cutters, drills, shrink wrapping equipment, etc.) for the purpose of ensuring efficiency and accuracy of reprographic materials orders.
- Visualizes and creates illustrations, layouts, and logos by hand and design software for curriculum, posters, banners, fliers, and other media required by District or school staff for the purpose of providing the most effective services.
- Performs standard maintenance and repair of digital printing equipment and bindery equipment and coordinates its repair for the purpose of reproducing instructional, administrative and business materials.
- Performs preventive maintenance (e.g. to reprographics equipment; arranging equipment repairs and service technicians and vendors, etc.) for the purpose of ensuring optimal operation of reprographic equipment.
- Answers questions from district employees and vendors for the purpose of providing general information and status inquiries.
- Reviews incoming job orders (e.g. planning, organizing, scheduling reproduction and digital printing/copy work, etc.) for the purpose of establishing timelines and maintaining work flow.
- Confers with vendors (e.g. bulletins, newsletters, booklets, and special requests, etc.) for the purpose of ensuring requested materials and supplies, placement of orders.
- Prepares a variety of materials (e.g. name badges, ID cards, banners, etc.) for the purpose of supplying a variety of District materials.

- Oversees waste disposal for the purpose of ensuring compliance with waste disposal regulations.
- Compiles information (e.g. regular reports, etc.) for the purpose of informing the District about the operation and activities of the reprographic department.
- Inspects completed jobs for the purpose of ensuring work meets requested specifications, quality standards and quantity requirements.
- Calculates resource requirements (e.g. preparation and production time and labor and material costs, etc.) for the purpose of itemizing printing costs and establishing workload priorities.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in reprographics operations; and preparing and maintaining accurate records; analyzing data; customer service; desktop publishing; diagnosing equipment malfunctions; material handling techniques; operating digital high speed and color printers/copiers, and peripheral equipment; providing information to staff in a helpful, courteous and timely manner.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: rules, regulations, and policies of the reprographics department; operation, programming, basic maintenance, and repair of high-speed digital printers, copiers, and related equipment; graphic arts, digital printing, and copy terminology; general bindery procedures; aspects of reprographics operations including computers and high speed photocopying equipment; pertinent federal, state, and local laws, codes, and regulations.

ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and consider a wide variety of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and utilize equipment under a variety of conditions for multiple purposes. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of types of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: estimating costs, materials, and equipment needs; meeting deadlines and schedules; setting priorities; displaying mechanical aptitude; providing customer service; communicating effectively; working independently; maintaining accurate records and preparing necessary reports, in a timely fashion; and working with frequent interruptions; accuracy and attention to detail; and adapting to changing work priorities.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; tracking budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 40% sitting, 30% walking, 30% standing. The job is performed under minimal temperature variations and under conditions with some exposure to risk of injury and/or illness.

**Experience:** job related experience is required, with increasing level of responsibility is desired.

**Education:** High School Diploma or Equivalent supplemented with Community College Courses.  
**Equivalency:** Any combination equivalent to: Graduation from high school or equivalency. Specialized training in graphics high-speed digital printing and copying operation is desirable. Three (3) years of experience in the operation of high-speed printing and reprographics support equipment such as copy machines, collators, folders, binders, heavy duty staplers, paper drills and power paper cutters in a high production environment. Experience in a lead capacity is desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 22.5

**Revised Date**

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## **Reprographics Technician**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Reprographics Technician is done for the purpose/s of performing duties in the operation of digital high-speed printers, copiers, scanners, computers, color copiers, and peripheral equipment; reproducing a variety of printed and copied materials in a timely manner; performing a variety of technical tasks relative to assigned area of responsibility; providing support to the duplicating process with specific responsibilities for completing requests in accordance with work order specifications, including copying, collating, binding, paper stock, etc.; assisting with design and layout of materials; ensuring the safe and efficient operation of reproduction equipment; and delivering completed materials within established timelines.

This job reports to Director of Purchasing or Designee.

### **Essential Functions**

- Prepares copiers (e.g. inspecting paper and supplies, cleaning and maintaining equipment, etc.) for the purpose of ensuring quality production.
- Inspects copied jobs for the purpose of completing jobs within requested specifications, quality standards and quantity requirements.
- Designs, edits, and/or creates (e.g. layouts, images, text, etc.) for the purpose of creating visual communication to convey information and messages to the students, parents, and staff.
- Operates high speed digital printers, copiers and related equipment for the purpose of reproducing instructional, administrative and business materials.
- Performs minor repairs and routine maintenance for the purpose of maintaining machines and equipment in adequate working condition.
- Assists district employees, parents, etc. with the design and production requirements for printing jobs (e.g. recommending paper, reviewing layout, evaluating costs, etc.) for the purpose of duplicating materials in accordance with defined specifications.
- Ensures job information is complete (e.g. selection and preparing required stock and materials, etc.) for the purpose of providing necessary processes for job completion and delivery to District Office departments.
- Provides technical information and design assistance for the purpose of providing materials requested by school personnel for production.
- Performs minor maintenance (e.g. repairs and arranging for equip technicians and vendors as needed, etc.) for the purpose of ensuring optimal operation of the Reprographic department.
- Orders supplies and materials from internal and external sources for the purpose of ensuring the availability of supplies as needed.
- Prepares completed jobs for delivery (e.g. binding, collating, shrink-wrapping, etc.) for the purpose of packaging jobs for distribution.
- Reviews materials submitted for duplication (e.g. layout, paper-request, etc.) for the purpose of correcting errors, avoiding unnecessary expenses and meeting requester's needs.
- Responds to inquires for the purpose of providing information and direction.

- Maintains manual and electronic documents, files and records (e.g. job orders, originals, inventory of handbooks, cost analyses, printing requisitions, etc.) for the purpose of providing an up-to-date reference and audit trail for compliance.
- Calculates resource requirements (e.g. preparation and production time and labor and material costs, etc.) for the purpose of itemizing printing costs and establishing workload priorities.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in reprographics processes; and preparing and maintaining accurate records; maintaining reprographic and related equipment in proper working condition; performing minor repairs; relating to vendors; providing information and assistance to staff.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and understand complex, multi-step written and oral instructions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: operation of bindery and high speed digital printing equipment; safety practices and procedures; pertinent federal, state and local laws, codes and regulations; regulations and policies of the the reprographics department; graphic arts, digital printing, and terminology.

ABILITY is required to schedule activities and/or meetings; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with similar types of data; and utilize a variety of job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: meeting deadlines and schedules; setting priorities; displaying mechanical aptitude; providing customer service; working with frequent interruptions; operating reprographic equipment; communicating effectively; estimating time needed for completion of work orders; planning and organizing work; accuracy and attention to detail; and adapting to changing work priorities.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; operating within a defined budget. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, significant stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 30% sitting, 30% walking, 40% standing. The job is performed under conditions with some exposure to risk of injury and/or illness.

**Experience:** Job related experience is required.

**Education:** High School Diploma or Equivalent supplemented with Community College Courses.

**Equivalency:** Any combination equivalent to: Graduation from high school or equivalency. Specialized training in graphics high-speed digital printing and copying operation is desirable. Two (2) years of experience in the operation of high-speed printing and reprographics support equipment such as copy machines, collators, folders, binders, heavy duty staplers, paper drills and power paper cutters in a high production environment.

### **Required Testing**

### **Certificates and Licenses**

Job-Related Skills Proficiency Test

None Specified

**Continuing Educ. / Training**

**Clearances**

Mandated Reporter Training

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 20.5

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## **Shipping/Receiving Clerk/Delivery Driver**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Shipping/Receiving Clerk/Delivery Driver is done for the purpose/s of receiving and processing incoming materials; monitoring and maintaining inventory records; performing clerical duties in support of shipping and receiving; and transporting various supplies and equipment from warehouse to school sites.

This job reports to Director of Purchasing & Warehouse, or designee

### **Essential Functions**

- Performs a variety of warehouse functions (e.g. receiving goods, stocking, delivering stock, preparing orders, etc.) for the purpose of assuring the smooth function of the warehouse.
- Helps maintain storage, inventory, and disposal of surplus furniture and equipment for the purpose of complying with current district guidelines and regulations.
- Receives and processes shipments for the purpose of distributing incoming shipments according to standards; marking and shelving stock items; and preparing purchase order items for delivery by routes.
- Inspects shipment of materials, food items, equipment, and supplies received for the purpose of assuring compliance with purchase order specifications, and identifying and reporting shortages, damaged goods, or other discrepancies.
- Prepares items for delivery to school sites and cafeterias (e.g. loads and unloads trucks for delivery, etc.) for the purpose of ensuring accuracy and delivery in a timely manner.
- Researches discrepancies on orders and/or invoices (e.g. overages, shortages, duplicate deliveries, etc.) for the purpose of correcting errors and/or returning damaged/incorrect items to vendors.
- Maintains stock inventory and warehouse in a safe, clean, and orderly condition for the purpose of ensuring compliance with safety regulations.
- Operates a variety of equipment (e.g. fork lifts, trucks, vans, stock chasers, manual pallet jack, electric pallet jack, stock picker, etc.) for the purpose of loading and unloading items and transporting orders and materials to designated sites in a safe manner.
- Responds to inquiries from staff, purchasing department, buyers for the purpose of providing information related to warehouse items and activities as required.
- Maintains manual and electronic records (e.g. shipments, orders, etc.) for the purpose of documenting activities and providing reliable resource information to staff, supervisors, and auditors.
- Drives vehicles as needed (e.g. truck, van, etc.) for the purpose of transporting orders and materials to designated sites.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job

conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in warehouse operations; operating standard office equipment including pertinent software applications; preparing and maintaining accurate records; and oral and written communication.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; understand written procedures, write routine documents, and speak clearly; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: handling procedures used in the receipt, storage, control, inventory, and distribution of materials; shipping and receiving procedures; proper methods for storing equipment, materials, and supplies; proper methods of loading and unloading delivery vehicles; inventory procedures and techniques; and using ESCAPE software.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; meeting deadlines and schedules; communicating with diverse groups; working as part of a team; working with constant interruptions; setting priorities; meeting deadlines and schedules; and providing direction and leadership.

**Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units may be required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, frequent climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 10% sitting, 50% walking, 40% standing. The job is performed under temperature extremes and under conditions with some exposure to risk of injury and/or illness.

**Experience:** Job related experience is required.

**Education:** High school diploma or equivalent.

**Equivalency:** Any combination equivalent to: Graduation from high school or equivalency. Two (2) years of general warehouse shipping and receiving experience.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Forklift Certificate  
Valid Driver's License & Evidence of Insurability

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance  
Drug Test Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 20

**Revised Date**

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## **Warehouse Worker/Delivery Driver**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Warehouse Worker/Delivery Driver is done for the purpose/s of providing support to the warehousing operations with specific responsibilities for transporting food, supplies, and equipment from the warehouse to school sites; ensuring specifications, quantity, and quality of orders are correct; ensuring safe operation of vehicles; and loading and unloading orders.

This job reports to Director of Purchasing, Warehouse Manager or designee.

### **Essential Functions**

- Collects mail bags and packages from schools for the purpose of ensuring the accuracy and timely delivery of items.
- Transfers furniture and supplies to storage, to the dump, and from one school to another, for the purpose of responding to district staff requests.
- Assists Shipping/Receiving Clerk/Delivery Driver, unloads, checks, and shelves incoming items stock and nonstock items for the purpose of ensuring specifications, quantity and quality of orders are correct.
- Loads and unloads delivery trucks for the purpose of receiving stock and/or filling orders for transport.
- Participates in physical warehouse inventories as assigned for the purpose of verifying stock and identifying losses.
- Transports a variety of items (e.g. records/files, office equipment, materials, cafeteria food and supplies, etc.) for the purpose of receiving and/or delivering materials as required.
- Delivers a variety of items (e.g. frozen and dry foods, boxes, packages, district mail, office supplies, teacher documents, money, furniture, equipment, etc.) for the purpose of distributing items to assigned locations and/or individuals.
- Prepares orders and keeps track of all shipments for the purpose of meeting delivery requirements and providing information.
- Maintains stock inventory and warehouse in a safe, clean, and orderly condition for the purpose of ensuring compliance with safety regulations.
- Drives and operates a variety of equipment (e.g. fork lifts, trucks, vans, stock chasers, manual pallet jack, electric pallet jack, stock picker, etc.) for the purpose of loading and unloading items and transporting orders and materials to designated sites in a safe manner.
- Responds to inquiries of staff and vendors for the purpose of providing information related to warehoused items and activities as required.
- Maintains delivery vehicles (e.g. checking fluid levels, oil, tires, fueling, cleaning, etc.) for the purpose of ensuring safe operation of vehicle.

### **Other Functions**

- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of warehouse operation.

### **Job Requirements: Minimum Qualifications**

**Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in warehouse operations; operating standard office equipment; preparing and maintaining accurate records; and oral and written communication.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; understand written procedures, write routine documents, and speak clearly; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: health and safety regulatory practices; handling procedures used in the receipt, storage, control, inventory, and distribution of materials; shipping and receiving procedures; proper methods for storing equipment, materials, and supplies; inventory procedures and techniques; proper methods of unloading delivery vehicles; basic computer use; and basic vehicle maintenance.

ABILITY is required to schedule activities; gather and/or collate data; and use job-related equipment. Flexibility is required to work with others; work with data utilizing specific, defined processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; meeting deadlines and schedules; working with constant interruptions; and setting priorities.

**Responsibility**

Responsibilities include: working under direct supervision using standardized procedures; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units may be required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, frequent climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 20% sitting, 70% walking, 10% standing. The job is performed under minimal temperature variations and under conditions with some exposure to risk of injury and/or illness.

- Experience:** Job related experience is desired.
- Education:** High school diploma or equivalent.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Forklift Certificate  
Valid Driver's License & Evidence of Insurability

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance  
Drug Test Clearance

**FLSA Status**  
Non Exempt

**Approval Date**  
4/13/2023  
**Revised Date**

**Salary Grade**  
CSEA - 18

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## Buyer

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Buyer is done for the purpose/s of performing a variety of specialized technical job functions in the procurement, receipt, and distribution of goods, materials, supplies, equipment, and services; preparing and evaluating bids; responding to inquiries regarding purchasing processes or bid status; coordinating and implementing purchasing follow-up activities in compliance with mandated requirements; and assuring efficient, fiscally sound and timely purchases.

This job reports to Director of Purchasing or Designee.

### **Essential Functions**

- Purchases materials, supplies, equipment and services by issuing purchase orders for the purpose of completing purchasing processes in accordance with established district procedures, policies and state and federal laws.
- Monitors the purchase of the supplies and materials stored in the district warehouse in conjunction with the Warehouse Manager (e.g. conducting annual physical inventory; analyzing and maintaining computerized inventory of stores, etc.) for the purpose of ensuring the needed supplies and communicating inventory changes to all schools and departments.
- Coordinates cycles of purchase order activities (e.g. placing purchase orders; verifying price, product quality, service, and delivery; reviewing requisitions; resolving purchase order problems; distributing purchase order; copies; and conducting follow-up activities, etc.) for the purpose of ensuring completeness and accuracy for purchase order transactions.
- Processes purchasing-related information (e.g. bid documents, tabulations, requisitions, electronic procurement, product specifications, statements of work, performance terms, contracts, etc.) for the purpose of updating and distributing information, authorizing for action and/or complying with established accounting practices.
- Develops and maintains purchasing information, files and records (e.g. Requests for Proposal, bids received, purchase orders, vender files, contracts, etc.) for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines.
- Oversees required processes (e.g. orders, work orders and requisitions for supplies, equipment, conference requests, bids for potential commodities, supplies equipment, etc.) for the purpose of acquiring necessary resources to support district purchasing operation.
- Responds to purchasing inquiries from a variety of internal and external sources for the purpose of providing information, direction and/or appropriate referrals.
- Acts as technical advisor and resource person to District, schools and departments regarding purchasing procedures, quality of supplies, goods and equipment, the modification of purchasing specifications, and the standardization of equipment and supplies for the purpose of ensuring purchases are within state and district requirements/regulations.
- Evaluates requisitions, orders, vendor bids, proposals, and quotations for the purpose of ensuring proper use of district funds in the acquisition of supplies, equipment and/or services.
- Researches develops, and evaluates sources of contracts, suppliers, equipment, regulations, supply and specifications for the goods, material, services used by the district for the purpose of ensuring compliance with purchasing and budgetary guidelines.

- Contacts and evaluates vendors (e.g. inviting quotations and bids after preparing product and service specifications from draft materials supplied by District schools and departments; maintaining vendor lists; adding new vendors; maintaining current catalogs used within the district, etc.) for the purpose of determining their capability for performing to established specifications.
- Negotiates with vendors for the purpose of resolving purchasing issues and/or ensuring purchases are within state and district requirements/regulations.
- Prepares written materials and electronic financial information (e.g. reports, bids, quotations, services and correspondences, etc.) for the purpose of documenting activities, providing reference, conveying information, and complying with established financial, legal and/or administrative requirements.
- Participates in unit meetings, in-service training, and buyer workshops for the purpose of conveying and/or gathering information required to perform job functions.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; and planning and managing projects.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: principles and procedures of evaluating, purchasing and storing goods, materials supplies, and equipment for a public agency; sources of commodities, supplies, services, materials and equipment; pertinent codes, policies, regulations and/or laws; federal and state purchasing regulations; education code; and budget management and accounting.

ABILITY is required to schedule activities and/or meetings; often gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to work with others in a variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using defined methods. Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: preparing clear specifications in accordance with established procedures and format; interpreting and applying laws, rules, regulations and District policy pertaining to purchasing operation; communicating with diverse groups; meeting deadlines and schedules; working as part of a team; flexible to changing conditions; working with multiple projects; dealing with frequent interruptions and changing priorities; and maintaining confidentiality.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; monitoring budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Job related experience with increasing levels of responsibility is required.

**Education:** High School Diploma or Equivalent supplemented with Community College Courses.



**Equivalency:** Any combination equivalent to: Completion of the twelfth grade supplemented by college level course work in purchasing, accounting, business administration or a closely related field; three (3) years of responsible technical experience involving purchasing activities, including the coordination and buying of specific commodities, preferably with a public agency, preferably with one year of lead responsibility.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training

**Certificates and Licenses**

None Specified

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 23

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## **Coordinator, Information Technology Support**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Coordinator, Information Technology Support is done for the purpose/s of coordinating, planning, and organizing, the work of assigned staff; overseeing the installation, service, diagnosis, repair, and modification of computers, servers, mobile devices, and peripheral equipment at school sites; serving as a liaison between schools, off-site district facilities, and centralized department operations; and training and directing the performance of assigned staff.

This job reports to Chief Information Officer or Designee.

### **Essential Functions**

- Coordinates and oversees the work of the assigned technician staff at school sites and district on/off site facilities (e.g. installation, services, diagnosis, repair, modification of computers, servers, mobile devices, peripheral equipment, etc.) for the purpose of ensuring the completion of technology support functions in a timely manner and according to specifications.
- Installs and configures standard administrative software; authorized instructional and educational software to communicate with peripherals and computer equipment for the purpose of testing and ensuring compatibility with current operating environments and equipment capability.
- Develops work schedules and protocols for assigned staff for the purpose of ensuring compliance with District established technology policies and procedures and implementing work processes geared to elevate customer service capacity.
- Oversees the delivery, installation, and configuration of personal computers, printers, hardware devices, and other peripheral equipment at school sites for the purpose of establishing and configuring connectivity of computer and related devices to the district-wide network and assuring the smooth function at school sites.
- Provides work direction, training, and guidance to assigned support staff (e.g. schedules, assignments, orients new technicians, reviews their work, etc.) for the purpose of providing support as needed and ensuring knowledge of district procedures, protocols, and systems.
- Performs various technical computer and peripheral repair duties; troubleshoots; identifies trends and current and future configurations needs and changes; and builds servers and server migrations for the purpose of resolving operational issues and maintaining critical and safe operating system.
- Analyzes user needs related to access and information flow requirements over local and wide area networks and internet-related functions for the purpose of accommodating user needs and solving issues.
- Provides technical assistance to students, staff, and community on using computers and software programs including remote access and on the proper use of peripheral electronic equipment used to enhance presentations and viewing for the purpose of conveying pertinent information regarding systems use.
- Confers with site users and District Technology Services staff for the purpose of determining school site's software and hardware requirements and desired output, resolve problems, and providing support and assistance.

- Monitors the status of mobile and desktop computer systems district-wide and identifies and tracks complex or frequently occurring problems for the purpose of assigning work to the appropriate technology services staff and ensuring completion in a timely manner.
- Serves as a liaison between schools, off-site district facilities, and centralized department operations for the purpose of enhancing communications between all parties and solving issues.
- Maintains a variety of device management systems and provides training in the use of both technical and non-technical for staff, students, and community for the purpose of ensuring proper use of devices.
- Updates existing security software on workstations and tests for potential system viruses and security problems (e.g. diagnosing failure, isolating faulty parts, repairing or replacing parts, etc.) for the purpose of verifying and testing for correct operations and taking appropriate action or notifying appropriate personnel for resolution.
- Maintains a variety of records and equipment inventory (tags new equipment, moves obsolete equipment to warehouse, etc.) for the purpose of documenting activities and conveying information.
- Prepares reports on computer equipment and systems status and purchasing needs; contacts vendors; and obtains quotes (e.g. keyboards, mobile devices, computers, etc.) for the purpose of summarizing the overall health of district computers and providing evidence of system modifications.
- Participates in the production of district board meetings operating the television broadcasting systems (e.g. setting up equipment, microphones, a/v equipment, recording of the meeting, managing/controlling the cameras, adjusting audio levels, setting up presentations, etc.) for the purpose of delivering services in compliance with established guidelines and/or objectives.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the services provided by information technology.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: computer and server hardware functions and capability; maintenance, and repair of interface devices, computers, printers, monitors, etc.; network and software maintenance and preventive measures techniques; troubleshooting techniques for hardware, software, and networking issues; data security standards and practices; safety measures; oral and written communication skills, telephone techniques and etiquette;.

KNOWLEDGE is required to perform algebra and/or geometry; understand written procedures, write routine documents, and speak clearly; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: methods and techniques for the creation of Microsoft systems and applications; methods and techniques for the installation and configuration of PC hardware, operating systems, and network connectivity; network typology and network access protocols; internet security and standards; principles and practices of computer platform and network operating systems; protocols and procedures for setting up new equipment; troubleshooting and routine maintenance; standard software packages; and fundamentals of progressive discipline, adult learning, and performance management.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a wide variety of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of processes. Ability is also required to work with a significant diversity of individuals and/or groups; work with a variety of data; and utilize a variety of types of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; meeting deadlines and schedules; planning and organizing work; setting priorities; working with multiple projects, frequent interruptions, and changing work priorities; working with detailed information/data; using tact, patience, and courtesy; and communicating with diverse groups.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; operating within a defined budget. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some climbing and balancing, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 50% sitting, 10% walking, 40% standing. The job is performed under some temperature extremes.

- Experience:** job related experience is required, with increasing level of responsibility is desired.
- Education:** Community college and/or vocational school degree with study in job-related area.
- Equivalency:** Any combination equivalent to: A Bachelor's degree from an accredited college or university with a major in computer science, management information systems, or a closely related field. Three (3) years of experience working with and troubleshooting computer hardware/software, support of local area networks and installation/configuration of computer operating systems; consulting on technology solutions to meet user needs and coordinating projects.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 29

**Revised Date**

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## **Information Systems Data Technician**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Information Systems Data Technician is done for the purpose/s of performs a variety of technical and complex activities involved in the processing, preparation, verification, record-keeping, and reporting of student information, assessment, demographic, and program data; supports sites and departments in utilizing data systems effectively; provides reports and access to educational and program data for school sites and district departments; develops detailed instruction documents/manuals; and compiles and analyzes data in order to assist with the preparation of State mandated student and educational information reports.

This job reports to Director of Network Operations or Designee.

### **Essential Functions**

- Imports, scans, exports, and uploads a variety of data and information for the purpose of sorting, arranging, and tabulating data according to reporting requirements.
- Designs and updates supplemental fields, lookup keys, and other methods for the purpose of capturing demographic and program information in a variety of database systems.
- Troubleshoots and resolves problems with report queries for the purpose of mandated and requested reports related to student information, demographics, programs and assigned activities are completed according to established time lines and requirements.
- Maintains and establishes automated records and files; inputs, formats, processes, and extracts a variety of data in assigned computer systems; creates macros and pivot tables, develops spreadsheets, and generates a variety of computerized reports and documents (e.g. permission levels, network identification, security access, licenses, work logs, etc.) for the purpose of documenting activities, providing reference and audit trails.
- Researches a variety of data and information and computes statistical information for various federal, State, and District reports (e.g. CELDT, CalPADS, CRDC, etc.) for the purpose of verifying data and resolving a variety of discrepancies.
- Develops a variety of narrative and statistical lists, records, and reports related to student information, demographics, programs, enrollment, and assigned projects and activities (e.g. charts, graphs, etc.) for the purpose of providing information as requested.
- Resolves discrepancies by comparing data from a variety of sources; identifying errors; and making corrections, additions, and modifications as needed for the purpose of ensuring accuracy and completeness of input and output data.
- Responds to requests for assistance from parents, the general public and other staff members for the purpose of providing information, and/or referring to alternate resources.
- Provides technical information concerning reports, research, statistics, and related practices, standards, requirements, and procedures for the purpose of advising and assisting various departments with program needs and program data.
- Serves as a liaison between District departments and sites regarding the access and distribution of data for the purpose of communicating with personnel and various outside agencies to exchange information and resolve issues or concerns.

- Receives and evaluates requests for data, statistical analysis, and research projects; and designs strategies to collect and analyze data for the purpose of completing assignments and presentations for assigned projects.
- Provides training and direction to new and continuing staff and parents (e.g. Student Information System, enhancements, updates, new items, etc.) for the purpose of ensuring efficient and accurate data entry and database management and enhancing staff ability to utilize computer software applications.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the Information Technology department.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating a variety of office machines, equipment, and related software; using easy to understand terminology when communicating with end users; performing database extractions to compile appropriate representations of information for District and department use; reading, interpreting, and applying technical information; formulating and expressing difficult technical concepts clearly and effectively in written and oral presentations; problem solving simple to complex anomalies in data management systems and relational database systems and updating and maintaining a variety of files and records accurately.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: principles, methods, practices, and procedures of student information systems software; computer functions and capabilities; methods, practices, terminology, and procedures and operations used in computer operations; data security standards and practices; components and capabilities methodologies for information systems; governmental reporting requirements, laws, codes guidelines, regulations, and procedures associated with reporting of student and other PK-8 educational information; and principles and practices of good customer service and telephone communication.

ABILITY is required to schedule activities; routinely gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to work with others in a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using defined methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize specific, job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; meeting deadlines and schedules; planning and organizing work; setting priorities; working with multiple projects, frequent interruptions, and changing work priorities; working with detailed information/data; using tact, patience, and courtesy; maintaining confidentiality of privileged information; working independently and exercising initiative and good judgment; communicating effectively, both orally and in writing; understanding and following oral and written directions.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. There is a continual opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 90% sitting, 5% walking, 5% standing. This job is performed in a generally clean and healthy environment.

**Experience:** job related experience is required, with increasing level of responsibility is desired.

**Education:** Community college and/or vocational school degree with study in job-related area.

**Equivalency:** Any combination equivalent to: Two (2) years of college-level coursework or equivalent including a minimum of 12 units of coursework in computer science, management information systems,

database management, or a closely related field. Two (2) years of experience implementing and maintaining complex relational databases and data systems. Experience working with student information systems is highly desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training

**Certificates and Licenses**

None Specified

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Revised Date**

**Salary Grade**

CSEA - 24

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## **Information Technology Support Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Information Technology Support Specialist is done for the purpose/s of providing system and application support to District and school sites, staff, students, and community members; installing, troubleshooting, and maintaining computer hardware and peripheral equipment; diagnosing and repairing hardware and network failures; and resolving operational issues at school sites.

This job reports to Chief Information Officer or Designee.

### **Essential Functions**

- Serves as technical resource to users and personnel for the purpose of providing technical information and assistance by phone or on site.
- Installs computer hardware, peripherals, and application software (e.g. adjusting, repairing, replacing parts, etc.) for the purpose of maintaining overall site operations.
- Troubleshoots and diagnoses malfunctions of software applications (e.g. tablets, mobile devices, peripheral equipment, switches, routers, access points, etc.) for the purpose of repairing and resolving operational issues and restoring services.
- Provides technical assistance to students, staff, and community on using computers and software programs including remote access and on the proper use of peripheral electronic equipment used to enhance presentations and viewing for the purpose of conveying pertinent information regarding systems use.
- Trains students, staff, and community members on the use of technology equipment and District software for the purpose of ensuring their ability to use new and/or existing equipment and applications.
- Responds to a variety of technical questions from district personnel, community and students for the purpose of providing information and solving technical issues.
- Communicates and assists staff members, students, and community members on site or remotely for the purpose of identifying and resolving issues; checking on lost/broken equipment and receipts/invoices; and/or needed repairs.
- Coordinates repair work schedules with school personnel for the purpose of minimizing disruption of services and/or inconvenience.
- Repairs computers, peripherals, and electronic equipment for the purpose of maintaining equipment in a safe and functional operating condition.
- Participates in the imaging of computers, tablets, and mobile devices and loads specific software packages for the purpose of ensuring equipment is working appropriately with software loads.
- Participates in the planning, organization, and implementation of activities related to the installation, configuration, and maintenance of computer hardware, network, software, tablets, and mobile devices; telecommunications using VoIP technology; various peripheral equipment; and assisting in the installation and initial configuration of access switches for the purpose of supporting district and school functions and related activities.
- Compiles and responds to work orders for the purpose of identifying and resolving repair and replacement needs.



- Supports District staff on a variety of software applications and hardware operations for the purpose of providing ongoing technical support and providing technical information and assistance.
- Distributes technological equipment to teachers, students, and staff (e.g. iPads, laptops, hot spots, projectors, interactive panels, televisions, iPhones, etc.) for the purpose of ensuring the efficient and effective distribution of equipment.
- Maintains a variety of manual and electronic documents, files, and records (e.g. inventory, equipment maintenance, repair history, time worked, services provided, etc.) for the purpose of documenting activities, conveying information and/or providing an up-to-date reference and audit trail.
- Attends departmental meetings for the purpose of providing and/or gathering information relating to job functions.

### **Other Functions**

- For positions with bilingual designations, performs the essential job functions utilizing bilingual skills, translates verbal and written communication(s) and attends various meetings to translate and interprets for the purpose of assisting the public, students, teachers, and parents in communicating and assuring smooth and efficient operations as needed.
- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; updating and maintaining accurate records; office practices, procedures, and equipment; diagnosing and troubleshooting technology related problems; reading interpreting, and applying technical information; understanding and following written and oral directions; and operating a variety of office machines and equipment.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: computer and server hardware functions and capability; maintenance, and repair of interface devices, computers, printers, monitors, etc.; principles, functions, and concepts of LANs and WANs; operation of computer and electronic test equipment and tools; network and software maintenance and preventive measures techniques; troubleshooting techniques for hardware, software, and networking issues; data security standards and practices; and safety measures.

ABILITY is required to schedule activities; gather and/or collate data; and consider a variety of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a wide variety of types of job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; establishing effective working relationships; maintaining confidentiality; working independently and exercising initiative and good judgement; communicating terminology and difficult technical concepts clearly and effectively in oral and written form; being attentive to detail; and working under time constraints.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. There is a continual opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some climbing and balancing, significant stooping, kneeling,

crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 20% sitting, 30% walking, 50% standing. The job is performed in a generally hazard free environment and in a clean atmosphere.

**Experience:** Job related experience is required.

**Education:** Community college and/or vocational school degree with study in job-related area.

**Equivalency:** Any combination equivalent to: An Associate degree or two years (48 semester or 72 quarter units) of college-level coursework or equivalent including a minimum of 12 units of coursework in computer science, management information systems, or a closely related field. Two (2) years of experience in the installation, operation, and maintenance of computer workstations, servers, server systems, peripherals, local area networks, and related equipment.

**Required Testing**

Job-Related Skills Proficiency Test

**Continuing Educ. / Training**

Mandated Reporter Training

**Certificates and Licenses**

Valid Driver's License & Evidence of Insurability

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 27

**Revised Date**

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## **Instructional Materials Warehouse Attendant/Driver**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Instructional Materials Warehouse Attendant/Driver is done for the purpose/s of providing support to the warehousing operations with specific responsibilities for transporting instructional materials and media, supplies, and equipment from the instructional materials warehouse for IT to school and district sites; ensuring specifications, quantity, and quality of orders are correct; ensuring safe operation of vehicles; and loading and unloading orders.

This job reports to Chief Technology Officer or Designee.

### **Essential Functions**

- Prepares orders for delivery and keeps track of all shipping and receiving for the purpose of meeting delivery requirements and providing information.
- Receives and processes incoming items according to established procedures (e.g. counts, sorts, examines, labels, logs instructional materials and media, supplies, equipment, etc.) for the purpose of ensuring specifications, quantity and quality of orders are correct.
- Stores and arranges instructional materials and media, supplies and equipment in accordance with an identifying classification system for the purpose of ensuring efficiency and item availability.
- Conducts and maintains periodic and perpetual inventory of instructional materials and media, supplies, and equipment in stock for the purpose of verifying stock and identifying losses and needs.
- Develops distribution and collection procedures of equipment for technicians and monitors each site's inventory for the purpose of ensuring compliance with District established technology policies and procedures.
- Utilizes inventory software for the purpose of tracking instructional materials.
- Contacts vendors, Apple support, and FedEx for the purpose of setting up repairs and scheduling item pick-up for repairs and returns.
- Informs appropriate personnel of needs to restock items for the purpose of providing information for making decisions and taking appropriate action.
- Identifies and evaluates surplus materials for disposal for the purpose of ensuring compliance with established guidelines and procedures.
- Sets-ups and breaks down charging stations for hot spots and iPads for the purpose of providing required equipment and services.
- Maintains delivery vehicles (e.g. checking fluid levels, fueling, cleaning, etc.) for the purpose of ensuring safe operation of vehicle.
- Responds to inquiries of staff and vendors for the purpose of providing information related to warehoused items and activities as required.
- Operates a variety of vehicles and equipment (e.g. vans, manual pallet jack, stock picker, rolling stock ladder, carts, etc.) for the purpose of shelving, arranging, and retrieving instructional materials and media, supplies, and equipment.
- Performs minor housekeeping functions for the purpose of maintaining a safe, clean, and orderly work area.

## **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

## **Job Requirements: Minimum Qualifications**

### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in warehouse operations; operating standard office equipment and pertinent software applications; preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: handling procedures used in the receipt, storage, control, inventory, and distribution of materials; shipping and receiving procedures; proper methods for storing equipment, materials, and supplies; inventory procedures and techniques; basic computer use; basic iPads and hot spots troubleshooting; and basic mathematical principals.

ABILITY is required to schedule activities; gather and/or collate data; and consider a number of factors when using equipment. Flexibility is required to work with others; work with data utilizing specific, defined processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; meeting deadlines and schedules; communicating with diverse groups; working as part of a team; working with constant interruptions; and setting priorities.

### **Responsibility**

Responsibilities include: working under direct supervision using standardized procedures; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units may be required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, frequent climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 20% sitting, 70% walking, 10% standing. The job is performed under minimal temperature variations and under conditions with some exposure to risk of injury and/or illness.

**Experience:** Job related experience is desired.

**Education:** High school diploma or equivalent.

### **Required Testing**

Job-Related Skills Proficiency Test

### **Certificates and Licenses**

Forklift Certificate

Valid Driver's License & Evidence of Insurability

### **Continuing Educ. / Training**

Mandated Reporter Training

### **Clearances**

Criminal Background Clearance

### **FLSA Status**

Non Exempt

### **Approval Date**

4/13/2023

### **Salary Grade**

CSEA - 17

**Revised Date**

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## **Network Systems Analyst**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Network Systems Analyst is done for the purpose/s of designing, configuring, installing, maintaining, and repairing network systems, subsystems and servers; overseeing the computer/server room operation and environment; providing information, direction and/or recommendations regarding network installations and configurations; resolving network operational issues; and providing technical support to district and site staff.

This job reports to Chief Information Officer, Director of Network Operations or Designee.

### **Essential Functions**

- Maintains network operations and software applications for district and school sites (e.g. servers, file, print, application, WEB, database, proxy, etc.) for the purpose of ensuring efficient operations.
- Installs and configures network software on a variety of platforms (e.g. service packs, application software, operating software, hardware upgrades, etc.) for the purpose of upgrading, updating, and maintaining District WAN/LAN, wireless, and telecommunication systems.
- Researches and acquires specifications for network equipment and materials for the purpose of purchasing required items and completing jobs efficiently.
- Maintains complex database systems and the Voice over Internet Protocol (VoIP) system for the purpose of maintaining effective district and site operation.
- Administers systems and servers related to district LAN and WAN (e.g. email systems, accounts, print queries, workstation ID, IP assignments, classroom computers, mobile devices, VOIP, security, antivirus, spyware, etc.) for the purpose of ensuring availability of services to authorized users.
- Configures, upgrades, and maintains complex servers, system operations, and security of all databases and servers in the district for the purpose of ensuring a high level of service and security to the district's users.
- Determines installation and configuration needs of new users for the purpose of ensuring compatibility with existing equipment and hardware/software applications.
- Assists in managing scripts/filters for software uploads for the purpose of removing irrelevant options and hone in what is needed.
- Provides technical assistance to students, staff, and community on using computers and software programs including remote access and on the proper use of peripheral electronic equipment used to enhance presentations and viewing for the purpose of conveying pertinent information regarding systems use.
- Configures, upgrades, and maintains network equipment for the purpose of ensuring a high level of service and security.
- Identifies and negates threats to network from external sources for the purpose of ensuring secure operations.
- Troubleshoots malfunctions of network hardware and/or software applications within the District's local and wide area networks, telephones, and firewall (e.g. servers, hubs, routers, network protocols, etc.) for the purpose of resolving operational issues and restoring services.

- Tests application software and other technology products for the purpose of ensuring that product matches defined requirements and expected functionality.
- Serves as primary point of contact and site manager on infrastructure upgrades/management programs for the purpose of maintaining communication with all involved parties.
- Provides work direction, training and guidance to assigned support staff for the purpose of ensuring knowledge of district systems, protocols and procedures are properly followed.
- Responds to inquiries from a variety of sources (e.g. staff, administrators, school site personnel, outside vendors and service providers, etc.) for the purpose of providing technical assistance and support.
- Collaborates with a variety of internal and external parties for the purpose of providing and/or receiving information, solving issues, and ensuring safe system operation.
- Writes and maintains scripts and Structured Query Language (SQL) for the purpose of automating business processes.
- Supports assigned projects and program components (e.g. migration to new systems; scheduling installations, product research, new schools, etc.) for the purpose of delivering services in compliance with established guidelines and/or objectives.
- Maintains documents and records (e.g. equipment, servers, information to vendors, data, etc.) for the purpose of documenting activities, conveying information and/or providing an up-to-date reference and audit trail.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the Information technology.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: utilizing pertinent network, application, operating system, monitoring, and troubleshooting software; applying new developments in network systems analysis and related equipment and technologies; adhering to safety practices; planning and managing projects; preparing and maintaining accurate records; communicating clearly and effectively, both orally and in writing; diagnosing problems in complex network systems; understanding and following written and oral directions.

KNOWLEDGE is required to perform algebra and/or geometry; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; TCP/IP networks, routing, and switching; VoIP systems, methods, and techniques for database management systems; troubleshooting techniques for information systems and database software; principles, practices, and concepts of network and information systems; virtual environment management and installation; current, legacy and emerging operating systems; environments and network protocols; router configurations; Inter/Intranet applications; design, configuration, and implementation of security protocols and systems; and techniques and methodologies of project management.

ABILITY is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and utilize equipment under a variety of conditions for multiple purposes. Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of types of job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating terminology and difficult technical concepts clearly and effectively in oral and written form; establishing and maintaining effective working relationships; meeting deadlines and schedules; planning and organizing work; setting priorities; working with multiple projects, frequent interruptions, and changing work priorities; and working with detailed information/data; using tact, patience, and courtesy.

**Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; operating within a defined budget. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some climbing and balancing, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 50% sitting, 10% walking, 40% standing. The job is performed under some temperature extremes.

**Experience:** Job related experience within a specialized field is required.

**Education:** Bachelors Degree in related field.

**Equivalency:** Any combination equivalent to: An Associate's degree from an accredited college or university with a major in computer science, management information systems, or a closely related field. Four (4) years of experience in the design, troubleshooting, and management of complex network and servers systems.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Valid Driver's License & Evidence of Insurability

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 32

**Revised Date**

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## **Coordinator, Information Technology Project**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Coordinator, Information Technology Project is done for the purpose/s of coordinating District Information Technology projects in support of creating future ready learning environments; performing a variety of duties involved the planning, installation, configuration, operation, maintenance, and repair of learning systems; providing support to principals, teachers, and other site and district personnel; administering, maintaining, and assuring smooth and efficient functions of district information technology projects and related systems; and providing information to superiors to make informative decisions.

This job reports to Chief Information Officer, Director of Network Operations, or designee.

### **Essential Functions**

- Plans, coordinates, and oversees technology projects district-wide (e.g. learning spaces, digital display systems, audio and video systems, camera and security systems, etc.) for the purpose of assuring compliance with applicable laws, codes, rules and regulations.
- Coordinates support activities and services for successful completion of projects: monitors the completion of project phases; identifies and resolves issues delaying progress or delivery of products and services; and advises administration on status of projects and issues affecting completion of projects for the purpose of completing projects and/or delivering services in a timely fashion.
- Performs a variety of duties involved in the installation, set-up, configuration, modification, and maintenance of digital display systems, audio and video systems, camera, and security systems for the purpose of assuring the smooth function of district learning environments.
- Coordinates low voltage systems installation with facility staff for the purpose of ensuring the completion of projects in a timely manner and according to specifications.
- Identifies scope of proposed work (e.g. creates overall project plan, schedules work implementation, oversees and inspects work in progress, reviews invoices for payment, etc.) for the purpose of ensuring work is completed in a timely manner and project is within budget.
- Conducts site inspections with vendors and district staff for new projects; blueprints interpretation to determine what resources are required for projects; cost projections for equipment, personnel, services, and contract proposals; and creates project plans and schedules for the purpose of determining project feasibility within budget parameters and ensuring successful completion.
- Provides technological expertise and information to the Chief Information Officer or designee regarding assigned functions for the purpose of conveying pertinent information regarding projects; informing of unusual trends of problems; recommending appropriate corrective action; and ensuring compliance with established policies, practices, and regulatory requirements.
- Provides training, and guidance to technology support staff for the purpose of providing support as needed and ensuring knowledge of district procedures, protocols, and systems.
- Communicates with administrators, district staff, and outside agencies for the purpose of exchanging information, coordinating activities, and resolving issues.
- Confers with end-users, administrators, and information technology personnel for the purpose of developing and determining project objectives and the scope and depth of project activities.

- Uses work order system to respond user requests for service (e.g. installing, replacing, upgrading, and updating systems, etc.) for the purpose of taking appropriate action or notifying appropriate personnel for resolution.
- Assists in the preparation of vendor contracts in conjunction with district contract management personnel for the purpose of documenting activities, requests, and issues; managing the delivery of technology equipment and services from vendors; and following up on vendors.
- Assists with the formulation of policies, procedures, and programs for the purpose of achieving organizational objectives and meeting state education code and federal guidelines.
- Conducts special studies and evaluations of problem areas affecting information services and technology as directed for the purpose of providing technical advice, resolving problems, and/or compiling concise information.
- Acts as liaison between all parties involved in a project (e.g. site personnel, district personnel, contractors, vendors, etc.) for the purpose of conveying and/or receiving information and coordinating project activities.
- Serves as a member of committees and attends special conferences for the purpose of learning and evaluating new developments and strategies affecting project objectives and results.
- Attends a variety of meetings related to assigned activities for the purpose of conveying and gathering information required to perform functions.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the information Technology department.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: developing project management standards; coordinating support activities and services; planning and managing projects and programs; adhering to safety practices; conducting project investigations; analyzing situations accurately and adopting effective course of action; preparing and presenting oral and written reports; updating and maintaining accurate records; diagnosing and troubleshooting technology related problems; reading interpreting, and applying technical information; understanding and following written and oral directions; operating standard office equipment including utilizing pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform algebra and/or geometry; understand written procedures, write routine documents, and speak clearly; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; personnel processes; standard business practices; current generation and emerging programming languages; networking technologies and operating systems; data processing and computer system capabilities including hardware, software and networking components; techniques and methodologies of project management and information systems construction management; troubleshooting techniques for information systems and database software; principles and practices of government purchasing and contract administration; and clear writing skills to prepare concise specifications.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a wide variety of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of processes. Ability is also required to work with a significant diversity of individuals and/or groups; work with a variety of data; and utilize a variety of types of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; meeting deadlines and schedules; planning and organizing work; setting priorities; working with multiple projects, frequent interruptions, and changing work priorities; reading and interpreting blueprints; working with detailed information/data; and facilitating communication between persons with frequently divergent positions.

**Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; tracking budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some climbing and balancing, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 50% sitting, 25% walking, 25% standing. The job is performed under some temperature extremes.

**Experience:** job related experience is required, with increasing level of responsibility is desired.

**Education:** Community college and/or vocational school degree with study in job-related area.

**Equivalency:** Any combination equivalent to: A Bachelor's Degree from an accredited college or university in business administration, computer science or a closely related field. Three (3) years of experience involving independent analysis and evaluation of information technology systems projects, preferably in a public agency.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 29

**Revised Date**

Working together to achieve the Oxnard School District vision for student success

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of New Classification, Job Functions, and Salary Range of Director of Communication and Public Engagement (Torres/Lin)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Based on internal equity and comparison with the market, this job classification is being suggested to allocate in between MEP Maintenance and Energy Program Manager and Director of Facilities on the classified management salary schedule.

Personnel Commission acted on April 13th, 2023, to approve the new classification of Director of Communication and Public Engagement and allocated the new classification to \$116,513 to \$138,425 on the Classified Management Salary Schedule.

#### **FISCAL IMPACT:**

The classification of Director of Communication and Public Engagement is \$116,513 to \$138,425 on the Classified Management Salary Schedule, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Director of Communication and Public Engagement.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Director of Communication and Public Engagement 4-13-23.pdf](#)  
[2021-22 Classified Management Salary Schedule approved w SR Analyst 11.2022.pdf](#)

## **Director of Communication and Public Engagement**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Director of Communication and Public Engagement is done for the purpose/s of serving as a principal advisor and providing visionary and proactive leadership in the development, implementation, and direction of the District's internal and external communications, marketing and media relations programs and services; promoting the support for the District through public engagement; serving as a spokesperson for the District in media relations; supervising and collaborating with Web Content Analyst; and performing a variety of other job functions relative to assigned area of responsibility.

This job is distinguished from similar jobs by the following characteristics: This is a single position classification responsible for overseeing the District's public engagement and communications to ensure understanding and support for the District and its goals and objective in order to support student learning and achievement.

This job reports to Superintendent or Designee.

### **Essential Functions**

- Develops and implements the District's internal and external communications, marketing and media relations, and community engagement programs and services for the purpose of assuring District communications are in alignment with the mission, vision, and values of the Board of Education and Superintendent of Schools.
- Plans comprehensive marketing and media processes (e.g. press releases, media relations, community outreach, social media, websites and other outlets; create daily media coverage, etc.) for the purpose of enhancing the understanding, transparency, awareness and support of the District's strategic goals, operations and programs.
- Serves as a liaison and public relations and community engagement strategist and principal advisor to the Superintendent of Schools regarding District initiatives, goals and priorities planning for the purpose of focusing on forward-looking messaging and strategic communications.
- Develops strategic leadership to a visionary and proactive community engagement program for the purpose of promoting public education and functions and services of the District utilizing business, philanthropic and community resources.
- Serves as the spokesperson for the District; coordinates press conferences and the releases of information to the media and the public; and issues or directs the issuance of official statements on behalf of the District for the purpose of advocating for District positions and initiatives.
- Oversees a marketing program that enhances the District's image in the eye of the public, elected officials, and corporate community for the purpose of developing and maintaining brand image, positioning and messaging for the District.
- Monitors assigned budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits and/or fiscal practices are followed.
- Consults with appropriate departments on internal/external communications issues and the production of publications and presentation materials for the purpose of ensuring agency-wide communication are in compliance with stated policies and procedures.

- Performs personnel functions (e.g. interviewing, evaluating, training, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.
- Collaborates with the Information Technology Services to further the progress of communications technology for the purpose of promoting the quality of interchange necessary for internal and external audiences.
- Researches a variety of topics (e.g. public policy, education code constraints, labor cases, etc.) for the purpose of ensuring compliance with regulatory requirements and established guidelines; securing information for planning; and/or responding to requests.
- Facilitates and participates in a variety of meetings, workshops, conferences, seminars; serves on assigned committee; conducts presentations for the purpose of identifying issues, developing recommendations, supporting other staff, and serving as a District representative.
- Develops and prepares a wide variety of documents and written or electronic materials (e.g. emergency and crisis management communications, press releases, newsletters, etc.) for the purpose of documenting activities and issues, conveying information, meeting compliance requirements, and/or providing supporting materials.
- Compiles data from a wide variety of sources (e.g. community groups, Board, staff/departments, etc.) for the purpose of analyzing issues, ensuring compliance with organization policies and procedures, and/or monitoring program components.

### **Other Functions**

- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the school district.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; planning and managing multiple projects; developing and administering budgets; and skillful in public speaking.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: strategies of preparing and disseminating communications and media for a large public sector organization; marketing and media relations, and community engagement programs and services; media press releases, media relations, community outreach, social media, and websites; project management techniques; issues and challenges facing large, diverse, urban school districts; public education trends and issues; diverse needs and concerns of individuals from varying socioeconomic and cultural backgrounds; survey research and planning methodologies; supervision and training; and budget preparation and control.

ABILITY is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; meeting deadlines and schedules; setting priorities; working as part of a team; working independently in a variety of situations; flexible to changing conditions; making quick and accurate decisions; working with multiple projects; developing and monitoring budgets; dealing with frequent interruptions and changing priorities; supervising and evaluating the performance of assigned personnel; maintaining confidentiality; communicating effectively both orally and in writing and in making presentations; planning and organizing work; and facilitating communication between persons with frequently divergent positions.

**Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a department, large work unit, and/or across several small work units; monitoring budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is some opportunity to significantly impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

**Experience:** Job related experience with increasing levels of responsibility is required.

**Education:** Bachelors degree in job-related area.

**Equivalency:** Any combination equivalent to a Bachelor's degree in english, communications, journalism, marketing, public relations or related field. A Master's degree in one of these disciplines is highly desirable. Four (4) years of experience in coordinating, developing, and implementing communications, community engagement, media, and public relations activities including writing, editing, designing and layout of publications. Experience communicating effectively, both orally and in writing, in Spanish is highly desirable.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

Valid Driver's License & Evidence of Insurability

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CLASS Mngmt - M

**Revised Date**

Working together to achieve the Oxnard School District vision for student success

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22**

(Effective retroactive to 7-1-2021)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

<b>Management Service</b>	<b>Vacation Days</b>	
	<b>11 Months</b>	<b>12 Months</b>
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.



**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<b>Position</b>	<b>Paid Days*</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Chief Information Officer	261	\$ 131,829	\$ 143,689	\$ 156,623
Director of Classified Human Resources	261	\$ 126,993	\$ 138,425	\$ 150,883
Director of Finance	261	\$ 116,513	\$ 126,993	\$ 138,425
Director of Facilities	261	\$ 116,513	\$ 126,993	\$ 138,425
MEP Maintenance & Energy Programs Manager	261	\$ 105,461	\$ 115,378	\$ 125,294
Director of Network Operations	261	\$ 104,159	\$ 113,534	\$ 123,748
Director of Purchasing	261	\$ 99,925	\$ 108,913	\$ 118,717
Senior Manager, Maintenance & Operations	261	\$ 96,342	\$ 105,008	\$ 114,459
Director of Child Nutrition Services	261	\$ 94,587	\$ 103,097	\$ 112,376
Risk Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Human Resources Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Director of Early Childhood Education Programs	261	\$ 89,272	\$ 97,303	\$ 106,061
Director of Transportation	261	\$ 89,272	\$ 97,303	\$ 106,061
Accounting Manager/Internal Auditor	261	\$ 80,000	\$ 87,196	\$ 95,045
Executive Assistant to the Superintendent**	261	\$ 80,000	\$ 87,196	\$ 95,045
Senior Human Resources Analyst	261	\$ 80,000	\$ 87,196	\$ 95,045
Web Content Analyst	261	\$ 80,000	\$ 87,196	\$ 95,045
Enrollment Center Manager	261	\$ 76,856	\$ 83,769	\$ 91,310
Warehouse Manager	261	\$ 70,596	\$ 76,946	\$ 83,872
Custodial Services Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Grounds Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Maintenance Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Asst. Director of Child Nutrition Services	261	\$ 66,600	\$ 72,591	\$ 79,124

\*Calendar work days plus holidays

Board approved 8/03/2022 – increase of 4.5%

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of New Classification, Job Functions, and Salary Range for Facilities Support Specialist (Torres/Lin)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Based on a recent reclassification request from Facilities Technician, Beatris Magana, the Personnel Commission acted on April 13th, 2023, to approve the new classification of Facilities Support Services Specialist and allocated the new classification to salary range 20.5 of the Classified salary schedule.

#### **FISCAL IMPACT:**

The classification of Facilities Support Services Specialist is allocated to salary range 20.5 of the Classified salary schedule. This would equate to an hourly rate of \$22.57-\$27.45.

Cost for this change would be \$3,714.00 and the funding source will be the Ongoing & Major Maintenance fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Facilities Support Services Specialist.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Facilities Support Services Specialist 4-13-23.pdf](#)  
[CSEA Salary Schedule 21-22 Updated 8.3.22.pdf](#)

## **Facilities Support Services Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Facilities Support Services Specialist is done for the purpose/s of performing a variety of budgetary, purchasing, account payable and clerical duties; communicating information to staff and the public; maintaining accurate records; translating oral and written materials in both English and Spanish; and performing a variety of tasks to support the Facilities Department.

This job reports to Director of Facilities or designee.

### **Essential Functions**

- Processes requisitions from facilities staff (e.g. entering information into Escape; processing quote, estimate and/or proposal; adding budget codes; creating and finalizing purchase orders; verifying receipts and statements, etc.) for the purpose of preparing for the submission for approval and sending to accounts payable.
- Reconciles a variety of facilities budget and financial data (e.g. invoices, fees, payments, etc.) for the purpose of maintaining accurate financial processes and ensuring compliance with established accounting practices.
- Prepares invoices; collects and verifies a variety of payments and fees; and contacts parties to follow-up on pending invoices for the purpose of ensuring accurate and timely receipt of funds to the Facilities Department.
- Procures supplies and materials; receives packing slips and receipts from staff and documenting the purpose on purchase orders. for the purpose of
- Serves as the assistant budget person for the facilities department (e.g. processing and tracking multiple budget codes, answering purchasing and budget inquiries; monitoring end-of-year closing, etc.) for the purpose of maintaining adequate services for the Facilities Department.
- Performs a variety of technical clerical tasks (e.g. typing reports, schedules, lists, forms or other materials from straight copy or rough draft, utilizing Computerized Maintenance Management System and software application programs, etc.) for the purpose of enhancing the efficiency of the Facilities Department functions.
- Initiates and responds to work order directions and inquiries using department assigned equipment or material for the purpose of maintaining clear communication with manager and designee.
- Prepares standardized documents, e.g., form letters, memos, calendars, bulletins; receives and documents invoices for the purpose of communicating information to other parties.
- Organizes, runs, and maintains manual and electronic documents, files, and Escape system (e.g. weekly budget reports, W-9 tax form for vendors, records, forms, logs, etc.) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Responds to inquiries from a wide variety of sources (e.g. district employees, vendors, auditors, administration, etc.) for the purpose of facilitating communication and providing guidance among several parties; providing information and referral for addressing inquiry.
- Translates a wide variety of written materials for the purpose of ensuring accuracy and clarity in translating English to Spanish and translating from Spanish to English.

- Attends budget, department and/or in-service meetings for the purpose of gathering information required to perform duties.

### **Other Functions**

- For positions with bilingual designations, performs the essential job functions utilizing bilingual skills, translates verbal and written communication(s) and attends various meetings to translate and interprets for the purpose of assisting the public, students, teachers, and parents in communicating and assuring smooth and efficient operations as needed.
- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site and Facilities, Maintenance and Operations.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: performing accounting procedures; operating standard office equipment including effectively using pertinent software applications; preparing and maintaining accurate records; analyzing data; and providing customer service.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: financial analyses and/or budget analyses; principles and objectives of budget preparation; financial record keeping methods; district organization and administration; and laws, rules, and regulations governing public agency and school district purchasing policies and procedures, accounting and budgeting operations; office methods and practices; business telephone etiquette; grammar, spelling, and punctuation; office practices; recordkeeping and record retention practices.

ABILITY is required to schedule activities and/or meetings; gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using defined methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize specific, job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is limited. Specific ability based competencies required to satisfactorily perform the functions of the job include: working with detailed information/data; making arithmetic calculations quickly and accurately; preparing clear and comprehensive budget reports; adapting to changing work priorities; accuracy and attention to detail; dealing with frequent interruptions; diffusing argumentative behavior; meeting deadlines and schedules; organizing tasks; and working as part of a team.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; monitoring budget expenditures. Utilization of some resources from other work units is often required to perform the job's functions. There is some opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 90% sitting, 5% walking, 5% standing. The job is performed in a generally hazard free environment.

**Experience:** Job related experience is required.

**Education:** High school diploma or equivalent.

**Equivalency:** Any combination equivalent: Graduation from high school or evidence of equivalent educational proficiency. Two (2) year of responsible clerical office experience, with one (1) of the years working with financial and/or clerical accounting assignments.

**Required Testing**

Job-Related Skills Proficiency Test  
Spanish Language Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training  
Mandated Training on Software Application

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 20.5

**Revised Date**

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Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



**Employee Anniversary Increments:**

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

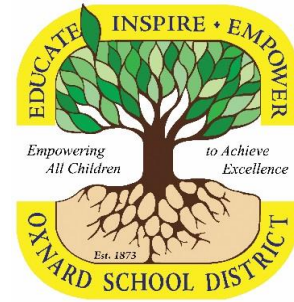
**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$15 per hour**

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0		\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



**Employee Anniversary Increments:**  
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

**Night Shift Pay Differential:**  
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**  
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

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 Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$15 per hour**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section D: Action Items

### **Approval of New Classification, Job Functions, and Salary Range for Information Systems Data Specialist (Torres/Lin)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”.

As part of the comprehensive classification and compensation study conducted by Educational Management Solutions (EMS), through multiple steps of job analysis focus group incumbent interviews, supervisor validation interviews, and incumbent reviews, management pointed out that both Sandra Mendoza & Danita Spence, Technology Services Technicians, have been performing different job functions as compared to other Technology Services Technicians.

The Personnel Commission acted on April 13th, 2023, to approve the new classification of Information Systems Data Specialist and allocated the new classification to salary range 27 of the Classified salary schedule.

#### **FISCAL IMPACT:**

The classification of Information Systems Data Specialist is allocated to salary range 27 of the Classified salary schedule, which is at the same salary range of Technology Services Technician. This would equate to an hourly rate of \$30.99-\$37.62.

At no additional cost to the district.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Information Systems Data Specialist.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Information Systems Data Specialist 4-13-23.pdf](#)  
[CSEA Salary Schedule 21-22 Updated 8.3.22.pdf](#)



## **Information Systems Data Specialist**

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

### **Purpose Statement**

The job of Information Systems Data Specialist is done for the purpose/s of developing and providing system support and services to school site and district personnel, including but not limited to state/federal reporting, student information and management systems, office applications, curriculum applications/software, and electronic communication systems; Assisting with the development, documentation, testing, training, and implementation of new and existing software systems used by the district; and supporting other Technology Services Technicians.

This job reports to Chief Information Officer or Designee.

### **Essential Functions**

- Develops and provides system support and services to district and site personnel (e.g. state/federal reporting, student information systems, assessment systems/software, academic software, office applications, curriculum applications, electronic communication systems, etc.) for the purpose of ensuring personnel can perform required duties.
- Monitors systems for data accuracy and notifies and assists staff with data corrections for the purpose of ensuring efficient processing of information and addressing corrections as needed.
- Designs test data and analyzes actual results against expected results for the purpose of ensuring effective and efficient data systems.
- Analyzes applications/software issues affecting users (e.g. troubleshooting, working with VCOE and vendors, etc.) for the purpose of correcting issues affecting various systems.
- Analyzes users concerns and identifies applications, modifications, and processes to existing systems for the purpose of accommodating user needs.
- Maintains and updates manual and electronic documents, files, and records for the purpose of documenting activities, conveying information and/or providing an up-to-date reference and audit trail.
- Assists with the development and implementation of the District data systems for training; develops materials; and provides training and/or demonstrations (e.g. new systems, features, enhancements, SIS data system, etc.) for the purpose of providing general information; providing one-on-one training; assisting users in understanding system workflow and functionality; and supporting as needed.
- Participates with the development, testing, and implementation of new and existing systems, features, and software/applications for the purpose of ensuring data accuracy; developing and utilizing test data in the systems; and evaluating and reporting results.
- Supports the evaluation and effectiveness of data systems; investigates, identifies, and recommends solutions to systems and data errors or the implementation of system enhancements (e.g. existing procedures, techniques, processes, etc.) for the purpose of analyzing and recommending changes to enhance district data systems.
- Responds to a variety of technical questions from users and personnel (e.g. site staff, parents, students, the general public, etc.) for the purpose of providing information and assistance in a courteous and timely manner, explaining system operations and requirements; and responding to user questions and concerns.

- Runs reports for various student management systems (e.g. student assessment, state/federal reporting, etc.) for the purpose of monitoring output to verify integrity and accuracy of the data and ensuring successful processing of data.
- Assists with the development of documentation and user support materials (e.g. user manuals, guides, other documentation, etc.) for the purpose of supporting district personnel in using the systems.
- Serves as a liaison between end-users, technology staff, vendors, and VCOE for the purpose of facilitating access to system applications, changes, hardware, communications and other systems operations issues.
- Attends planning meetings, conferences, and seminars for the purpose of gathering information on needs and desired system features; and providing solutions to the user's needs and desired system feature.
- Prepares a variety of records and reports (e.g. CALPADs, CRDC, CBEDs, CBET, etc.) for the purpose of documenting activities, certifying information, providing written reference and/or conveying information.
- Assists and advises district personnel (e.g. processing data, monitoring and preparing State Reporting, producing reports, etc.) for the purpose of supporting software systems and personnel for compliance with related requirements.

### **Other Functions**

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: analyzing procedures; using and interpreting data; using technical writing; designing and writing system documentation; using Microsoft Office products and applications; operating a variety of office equipment such as networked personal computers, various softwares, and printers; designing and creating reports; and telephone etiquette.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: State and Federal reporting: CALPADs, CRDC, CBED; pertinent guidelines, regulations, and procedures; components, implementations, and troubleshooting of student information and management systems, database software, and academic applications/software; data security standards and practices; basic functions, operation, and understanding of computer, tablet, mobile device, and server; developing and presenting training materials and workshops; database concepts including file specifications and layouts.

ABILITY is required to schedule activities; routinely gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using defined methods. Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of job-related equipment. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited. Specific ability based competencies required to satisfactorily perform the functions of the job include: using easy to understand terminology when communicating with end users; working independently without immediate supervision; maintain confidentiality; adapting to changing work priorities; establishing effective working relationships; communicating with diverse groups; being attentive to detail; and using excellent customer service.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. There is a continual opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 90% sitting, 5% walking, 5% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Job related experience is required.

**Education:** Community college and/or vocational school degree with study in job-related area.

**Equivalency:** Any combination equivalent to: An Associate degree or two years (48 semester or 72 quarter units) of college-level coursework or equivalent including a minimum of 12 units of coursework in computer science, management information systems, or a closely related field. Two (2) years of experience in the installation, operation, and maintenance of computer workstations, servers, server systems, peripherals, local area networks, and related equipment.

**Required Testing**

Job-Related Skills Proficiency Test

**Certificates and Licenses**

None Specified

**Continuing Educ. / Training**

Mandated Reporter Training

**Clearances**

Criminal Background Clearance

**FLSA Status**

Non Exempt

**Approval Date**

4/13/2023

**Salary Grade**

CSEA - 27

**Revised Date**

Working together to achieve the Oxnard School District vision for student success

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



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Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
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Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



**Employee Anniversary Increments:**  
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

**Night Shift Pay Differential:**  
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**  
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**  
 Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$15 per hour**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (Aguilera-Fort)**

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

- April 19, 2023 Regular Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Minutes April 19 2023 Regular Board Meeting \(14 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President

**Jarely Lopez**, Clerk

**Rose Gonzales**, Member

**MaryAnn Rodriguez**, Member

**Monica Madrigal Lopez**, Member

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**

District Superintendent

**Dr. Anabolena DeGenna**

Associate Superintendent,

Educational Services

**Valerie Mitchell, MPPA**

Assistant Superintendent, Business

& Fiscal Services

**Natalia Torres, Ed.D.**

Assistant Superintendent, Human

Resources

## MINUTES

### REGULAR BOARD MEETING

Wednesday, April 19, 2023

**5:00 PM - Study Session**

**5:30 PM - Closed Session to Follow**

**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

April 19, 2023

## **Section A: PRELIMINARY**

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

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

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

Luna Sophia Shepard, 2nd grade student in Mrs. Patino-Lopez's and Mrs. Desales's classes at Driffill School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Josiah Joaquin Lopez, 2nd grade student in Mrs. Patino-Lopez's and Mrs. Desales's classes at Driffill School, read the district's Vision and Mission Statement in English and Spanish.

### **A.4. Presentation by Driffill School**

Javier Tapia, Principal, provided a presentation about Driffill School.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted with the following amendment:

- Item D.4 - Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll) needs to be PULLED and MOVED to the May 3, 2023 Board meeting agenda.

Motion #22-159 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

### **A.6. Recognition of 2023 California Association for Bilingual Education (CABE) Writing Contest Winner (DeGenna/Fox)**

The Board of Trustees recognized Sebastian Kempton, 4th grade student at Harrington School,

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

April 19, 2023



as the 3rd-5th grade division winner of the 2023 California Association for Bilingual Education (CABE) Student Writing Contest.

**A.7. Recognition of Winners of Oxnard School District Cesar Chavez Writing and Art Competition (DeGenna/Ruvalcaba)**

The Board of Trustees recognized the 1st place winners of the Oxnard School District Cesar Chavez Writing and Art Competition:

- K-1 Writing: Harumi Rojas, 1st grader, McKinna School
- 2-3 Writing: Emmanuel Javier Davila, 3rd grader, Harrington School
- 4-5 Writing: Juan Carlos Perez Jaramillo, 4th grader, Harrington School
- 6-8 Writing: Joelynn Aurora Gallardo, 8th grader, Frank School
- Newcomer 6-8 Writing: Lourdes Martinez, 8th grader, Frank School
- K-1 Art: Maria Farag Girgis, Kindergartener, Marshall School
- 2-3 Art: Jose Emmanuel Sastres, 3rd grader, Chavez School
- 4-5 Art: Maria Guadalupe Mares, 5th grader, Elm School
- 6-8 Art: Evelyn Vazquez Gallardo, 6th grader, Kamala School

**A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

There were no comments.

**A.9. Closed Session**

The Board convened to closed session at 6:11 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:

Conference with Real Property Negotiators: Property:

Parcel Number 216-0-236-065

Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services

Negotiating parties: Callens Industrial Investments

Under negotiation: Price and Terms

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

Conference with Labor Negotiator:

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

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

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

4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

- Case No. 21-04 Expulsion, Readmission (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
- Principals

**A.10. Reconvene to Open Session (7:00 PM)**

The Board reconvened to open session at 7:07 p.m.

**A.11. Report Out of Closed Session**

President Robles-Solis reported on the following action taken in closed session:

Motion #22-160 Denial of Request for Readmission from Expulsion - Case #21-04

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Deny

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**A.12. Adoption and Presentation of Resolution #22-20 for National Library Week, April 23-29, 2023 (DeGenna/Thomas)**

The Board of Trustees adopted Resolution #22-20 in recognition of National Library Week, April 23-29, 2023.

Motion #22-161 Adoption of Resolution #22-20 – National Library Week April 23-29, 2023

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**A.13. Presentation by CFW Advisory Services Summarizing the Sale of Measure “I” Bonds (Mitchell/CFW)**

Emilio Flores with CFW Advisory Services provided a summary of the recent sale of Measure "I" Bonds, authorized by the voters in November 2022.

**Section B: PUBLIC COMMENT/HEARINGS**

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

- Humberto Gonzalez re: Facilities Management
- Ilene Poland re: Position Cuts, EMS Study, Absences
- Chris Crump re: Negotiations, Layoffs
- Angela Perez re: Preschool Positions
- Georgina Orozco - donated time to Angela Perez
- Alicia Mariscal - donated time to Angela Perez
- Veronica Venegas - donated time to Angela Perez
- Ana Lopez - donated time to Angela Perez
- Alejandra Pamatz - donated time to Angela Perez

**B.2. Public Hearing: Sunshine of the California School Employees, Chapter 272 ("CSEA") and the Oxnard School District's ("District") Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a Public Hearing to sunshine the Oxnard School District's Initial Proposals for 2022-2023 Negotiations with the California School Employees' Association (CSEA) Chapter 272, and requested the Board's authorization to enter into contract negotiations with CSEA for the 2022-2023 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #22-162 Authorization for OSD to Enter into Contract Negotiations with CSEA for the 2022-2023 School Year and any Additional Years, as May be Mutually Agreed Upon by the Parties

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Authorize

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

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

April 19, 2023

**B.3. Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a Public Hearing to sunshine the Oxnard School District's and the Oxnard Supportive Services Association's (OSSA) Initial Proposals for 2023-2024 Negotiations, and requested the Board's authorization to enter into contract negotiations with OSSA for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #22-163 Authorization for OSD to Enter into Contract Negotiations with OSSA for the 2023-2024 School Year and any Additional Years, as May be Mutually Agreed Upon by the Parties

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #22-164 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**C.1. Enrollment Report (Mitchell)**

As presented.

**C.2. Request for Approval of Out-of-State Conference Attendance (Mitchell)**

For Jason Corona, Interim Director of Child Nutrition Services, to attend Rich's Products Annual K-12 Roundtable Event in Buffalo, New York, May 2-4, 2023, at no cost to the district.

**C.3. Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Duenez)**

As presented.

**C.4. Acceptance of Disclosure of Collective Bargaining Agreement with Management and**

**Confidential (Mitchell/Duenez)**

As presented.

**C.5. Purchase Order/Draft Payment Report #22-08 (Mitchell /Franz)**

As presented.

**C.6. Approval of Notice of Completion, Site Work & Installation of New Walk-In Cooler-Freezer Combo – Curren & Driffill, Bid #21-INF-01 (Mitchell/Miller)**

As presented.

**C.7. Approval to Re-establish the Architectural Pool of Approved Architectural Firms to be Eligible to Provide Proposals to the Oxnard School District for Future Architectural Services (Mitchell/Miller/CFW)**

As presented.

**C.8. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

As presented.

**C.9. Establishment of Positions (Torres/Lin)**

As presented.

**C.11. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

For Carmen Vigil Maggiolo, District Translator, to attend the American Association of Interpreters & Translators in Education's EDU-CON "Language Access and Family Engagement: the Vital Role of Interpreters and Translators in Education" Conference in Denver, CO, May 5-6, 2023, in the amount not to exceed \$1,500.00, to be paid out of the General Fund.

**Section C: APPROVAL OF AGREEMENTS**

**C.12. Approval of Amendment #1 to Agreement #22-194 – Flewelling & Moody, Inc. (Mitchell/Miller)**

To extend the agreement for architectural, planning and engineering services through the end of the 2024-2025 fiscal year in order to complete current projected projects, in the amount of \$100,000.00, to be paid out of the General Fund.

**C.13. Approval of Agreement #22-225 – Mindset Academy by SWEAT III (DeGenna/Anguiano)**

To provide 9 days of student development, parent development, and teacher development focused on mindset development, student engagement and emotional intelligence, April 20, 2023 through June 30, 2023, in the amount not to exceed \$19,200.00, to be paid out of Title 1 Funds.

- C.14. Approval of Agreement #22-226 – Ventura County Arts Council (DeGenna/Cordes)**  
To provide two (2) Performing Arts Residencies for the Newcomer Academy students at Lemonwood School, April 20, 2023 through June 30, 2023, in the amount of \$1,600.00, to be paid out of Title III funds.
- C.15. Approval of Agreement #22-228 – Total Compensation Systems, Inc. (Mitchell)**  
To provide the biennial actuarial study required by GASB 45 and provide guidance in making informed decisions regarding the GASB plan, April 20, 2023 - December 31, 2024, in the amount of \$10,600.00, to be paid from the General Fund.
- C.16. Approval of Agreement #22-229 – Simon & Schuster Speakers Bureau (DeGenna/Higa)**  
For Reyna Grande, author of The Distance Between Us, to speak with students at Frank Academy about immigration, family separation, language trauma, the price of the American Dream, and her writing journey, on Tuesday, April 25, 2023, in the amount of \$5,000.00, to be paid out of Title III funds.
- C.17. Approval of Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**  
To provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities, in the amount of \$5,000,000.00, to be paid out of Master Construct and Implementation Funds.
- C.18. Approval of Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)**  
To provide four (4) overnight camps serving 60 students each and four (4) day camps serving 100 students each, June 19, 2023 through August 15, 2023, in the amount of \$250,000.00, to be paid out of ELOP Funds.
- C.19. Approval of Agreement #22-234, Nigro & Nigro, PC – Performance Audit Services (Mitchell/Duenez)**  
To provide performance audits of the school facility program (SFP) bonds for Harrington Elementary, Fremont Intermediate, and Lemonwood Elementary, April 20, 2023 through September 30, 2023, in the amount not to exceed \$17,250.00, to be paid out of the General Fund.
- C.20. Approval of Field Contract #FC-P23-04462 – LTJ Heating & Air Conditioning Inc. (Mitchell/Miller)**  
To install a new cable X-Brace in the east wall of the OSC metal building to replace the rod X-Brace that was inappropriately severed during a project to create an access portal between two offices, May 18, 2023 - August 15, 2023, in the amount of \$17,825.00, to be paid out of

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

Deferred Maintenance funds.

## **Section C: RATIFICATION OF AGREEMENTS**

### **C.21. Ratification of Amendment #4 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)**

To update the rate sheet previously provided by 360 Degree Customer Inc., at no additional cost to the District.

### **C.22. Ratification of Amendment #1 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

To adjust the allocation for providing training on CAPDOTS, including retest and IEP reporting, for the Special Education Department through the end of the 2022-2023 academic year, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

### **C.23. Ratification of Amendment #1 to Agreement #22-120 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

To continue supporting existing unfilled direct hire positions for the Special Education Department in the areas of Applied Behavioral Therapy and related services, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

### **C.24. Ratification of Amendment #2 to Agreement #22-124 – Every Special Child, LLC (DeGenna/Jefferson)**

To continue supporting existing unfilled direct hire positions for the Special Education Department, in the amount not to exceed \$1,035,000.00, to be paid out of Special Education Funds.

### **C.25. Ratification of Agreement #22-224 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP's) for students DP010810, SR11281, JB080313, EG061410, DG052310, and RR103108 during the 2022-23 school year, including Extended School Year, in the amount of \$222,526.84, to be paid out of Special Education Funds.

### **C.26. Ratification of Agreement #22-227 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP's) for students LJ071616, IO111109, MP111618, IH081410, VC120515, JV030409, BA072912, and JN090409 during the 2022-23 school year, including Extended School Year, in the amount of \$273,234.19, to be paid out of Special Education Funds.

## **Section D: ACTION ITEMS**

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

**D.1. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Duenez)**

Peter Glenn with the district's audit firm, Nigro & Nigro, PC, provided an overview of the annual audit of the district's Measure D Bond Building Fund. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's acceptance of the audit.

Motion #22-165 Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Accept

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.2. Approval of Revision of the Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent Human Resources, recommended the Board's approval of a revision to the Provisional Internship Permit (PIP) in Special Education for Imelda Navarro to enable her to be employed on the basis of a PIP as a K-4, Mild to Moderate teacher at Lemonwood, K-8 for the 2022-23 school year, until the employee completes a credential program and secures a credential.

Motion #22-166 Approval of Revision of the Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.3. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2022-2023 Collective Bargaining Agreement (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District and Oxnard Educators Association (OEA) 2022-2023 Collective Bargaining Agreement, as presented.

Motion #22-167 Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2022-2023 Collective Bargaining Agreement



Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.4. Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

Item was pulled at Adoption of Agenda. To be moved to May 3, 2023 Board meeting.

**D.5. Approval of New Classification and Job Functions for After School Program Site Coordinator (Torres/Lin)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new classification and job functions for the After School Program Site Coordinator. There will be one position per school site.

Motion #22-168 Approval of New Classification and Job Functions for After School Program Site Coordinator

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.6. Approval of Job Title Change, Job Description Update, and Salary Range Adjustment for Director of Finance (Torres/Lin)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the job title change, job description update, and salary range adjustment for Director of Finance, fiscal impact in the amount of \$10,480.00, to be paid out of the General Fund.

Motion #22-169 Approval of Job Title Change, Job Description Update, and Salary Range Adjustment for Director of Finance

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.7. Approval of Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy - for California**

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

**Schools Employee Benefit Organization (CSEBO), the Oxnard School District, and the Oxnard Supportive Services Association (OSSA) (Torres/Magana)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy, for CSEBO to administer health and welfare benefit programs for OSSA employees of the Oxnard School District.

**Section E: APPROVAL OF MINUTES**

**E.1. Approval of Minutes (Aguilera-Fort)**

The Board approved minutes of Board meetings as presented:

- March 15, 2023 Regular Meeting

Motion #22-170 Approval of Minutes of Board Meetings as Presented – March 15, 2023 Regular Meeting

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

**Section G: CONCLUSION**

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

Dr. Aguilera-Fort

- Student Profile
- Superintendent Fellows
- ELOP Spring Session
- Cesar Chavez Student Writing & Awards Ceremony
- Ballet Nepantla's "Valentina"
- Newcomer Meeting
- Strategic Plan Informational Engagement Session for Classified Staff
- CABE Annual Conference
- April - Autism Awareness Month
- Public School Volunteer Week
- ParentSquare Implementation

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

Rose Gonzales

- attended Hip Hop Mindset Showcase

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

- attended Ballet Nepantla's "Valentina"
- attended Ventura County Spelling Bee Competition
- attended CABE Conference in Long Beach
- attended Cesar Chavez Writing & Art Contest
- attended Newcomer Meeting

Monica Madrigal Lopez

- thank you to Driffill School & Principals for their presentation
- congratulations to Sebastian Kempton and thank you to Ms. Noyola
- congratulations to Cesar Chavez contest students
- attended Cesar Chavez march
- attended Scholars Art Gala at Frank
- yesterday a student was lost in Westlake - condolences to Westlake High School community

MaryAnn Rodriguez

- attended Hip Hop mindset showcase
- attended Ballet Nepantla's "Valentina"
- thank you to Driffill for presentation
- thank you to all students that read speeches and shared art
- thank you to Brekke for their thank you cards

Veronica Robles-Solis

- appreciates receiving thank you cards from Brekke students
- attended Ballet Nepantla's "Valentina"
- requested update on SRO's

### **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:37 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales


Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 3rd day of May, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of April 19, 2023, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – Revisions to BB 9270 Conflict of Interest (Mitchell)**

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The administration is recommending a revision to BB 9270 Conflict of Interest, to reflect changes in accordance with Senate Bill (SB 1439, 2022) which extends the prohibition on soliciting or accepting such campaign contributions to all local government officials, including elected officials.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. BB 9270 will be presented for Second Reading and Adoption at the next Board Meeting on May 17, 2023.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BB 9270 \(9 pages\)](#)

**Bylaw 9270: Conflict Of Interest**

**Status:** ADOPTED

**Original Adopted Date:** 11/16/2011 | **Last Revised Date:** 01/20/2021 | **Last Reviewed Date:** 01/20/2021

The **Governing** Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. **Accordingly, in accordance with law, no Board members, district employee, or other person in a and designated employees position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration. disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.**

**Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)**

**A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.**

**The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)**

**Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body. or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)**

**When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)**

**When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)**

**Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district**

employment. (Government Code 87302, 87302.6 87500)

In the case of any violation of the conflict of interest code or policy by any officer, employee, or agent of the District, information on the violation will be submitted to the Board for further review and/or possible disciplinary action. (2CFR 200.318(c)(1))

### Conflict of Interest under the Political Reform Act

A district official, including a Board member, or designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use an his/her official position to influence a governmental decision in which the district official he/she knows or has reason to know that there is he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," on one or more of the Board member's or designated employee's "economic interests," unless the effect which is indistinguishable from the effect on the public generally, on the district official, the district official's immediate family, or any financial interest described in CCR 18700. Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official Board member or designated employee makes a governmental decision when, acting within the authority of the his/her office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704. he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

### Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

#### Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting **Not discuss or vote** on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. **The Board member** He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member **shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain** must recuse himself/herself from discussing or voting on **the item.** that matter, but **However,** the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose **the his/her** interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that **the his/her** recusal is because of a conflict of interest pursuant to Government Code 87100. **The Board member** He/she shall not be present when the item



is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

### **Conflict of Interest under Government Code 1090-Financial Interest in a Contract**

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest **in contract made by the Board, the contract is void.** ; the district is barred from entering into the contract. (Government Code 1090) ; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract **in which there is if he/she has only a "remote interest," as specified in the contract as specified in Government Code 1091, and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes.** The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member **or district official** to enter into the contract. (Government Code 1091)

**In addition, a** Board member shall not be considered to be financially interested in a contract **in which the if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such Noninterest includes is when a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, the employment of a spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment, or in any applicable circumstance specified in (Government Code 1091.5.)**

~~Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.~~

### **Common Law Doctrine Against Conflict of Interest**

A Board member shall abstain from any official action in which **the Board member's** his/her private or personal interest may conflict with his/her official duties.

### **Rule of Necessity or Legally Required Participation**

~~On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.~~

### **Incompatible Offices and Activities**

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

## Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

**In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)**

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except **when:** as described in (Government Code 89506.)

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.**
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.**

**Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.**

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

## Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private **conference, convention, meeting, social event, meal or like** gathering, ~~in accordance with law.~~ (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 18110-18997	<a href="#">Regulations of the Fair Political Practices Commission</a>
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	<a href="#">Conflicts of Interest</a>
2 CCR 18722-18740	<a href="#">Disclosure of interests</a>
2 CCR 18753-18756	<a href="#">Conflict of interest codes</a>
Ed. Code 1006	<a href="#">Prohibition against school district employees serving on county board of education</a>
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 52334-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	<a href="#">Definition; designated employee</a>
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	<a href="#">Conflict of interest code</a>
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes

Public Contract Code 6102

Rev. & Tax Code 203

**Management Resources**

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

Fair Political Practices Commission  
Publication

Institute For Local Government  
Publication

Institute for Local Government  
Publication

Website

Website

Website

Awarding of contracts

Taxable and exempt property - colleges

**Description**

105 Ops.Cal.Atty.Gen.69 (2022)

63 Ops.Cal.Atty.Gen. 868 (1980)

65 Ops.Cal.Atty.Gen. 606 (1982)

68 Ops.Cal.Atty.Gen. 171 (1985)

69 Ops.Cal.Atty.Gen. 255 (1986)

80 Ops.Cal.Atty.Gen. 320 (1997)

81 Ops.Cal.Atty.Gen. 327 (1998)

82 Ops.Cal.Atty.Gen. 83 (1999)

85 Ops.Cal.Atty.Gen. 60 (2002)

86 Ops.Cal.Atty.Gen. 138(2003)

89 Ops.Cal.Atty.Gen. 217 (2006)

92 Ops.Cal.Atty.Gen. 19 (2009)

92 Ops.Cal.Atty.Gen. 26 (2009)

Davis v. Fresno Unified School District (2015) 237  
Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th  
511

McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247  
Cal. App. 4th 235

Thorpe v. Long Beach Community College District, (2000) 83  
Cal.App.4th 655

Conflict of Interest: Overview of Key Issues for Governing  
Board Members, Fact Sheet, July 2010

Can I Vote? A Basic Overview of Public Officials' Obligations  
Under the Conflict-of-Interest Rules, 2005

Understanding the Basics of Public Service Ethics: Personal  
Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics:  
Transparency Laws, 2009

[CSBA District and County Office of Education Legal Services](#)

[Institute for Local Government](#)

[Fair Political Practices Commission](#)

**Cross References**

<b>Code</b>	<b>Description</b>
1340	<a href="#">Access To District Records</a>
1340	<a href="#">Access To District Records</a>
1700	<a href="#">Relations Between Private Industry And The Schools</a>
3230	<a href="#">Federal Grant Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3300	<a href="#">Expenditures And Purchases</a>
3311	<a href="#">Bids</a>
3311	<a href="#">Bids</a>
3430	<a href="#">Investing</a>
3430	<a href="#">Investing</a>
3470	<a href="#">Debt Issuance And Management</a>
3600	<a href="#">Consultants</a>
<del>3600-E PDF(1)</del>	<del><a href="#">Consultants</a></del>
4112.8	<a href="#">Employment Of Relatives</a>
4117.2	<a href="#">Resignation</a>
4136	<a href="#">Nonschool Employment</a>
4212.8	<a href="#">Employment Of Relatives</a>
4217.2	<a href="#">Resignation</a>
4236	<a href="#">Nonschool Employment</a>
4312.8	<a href="#">Employment Of Relatives</a>
4317.2	<a href="#">Resignation</a>
4336	<a href="#">Nonschool Employment</a>
<b>6161.1</b>	<b>Selection And Evaluation Of Instructional Materials -</b>
<b>6161.1</b>	<b>Selection And Evaluation Of Instructional Materials -</b>
<b>6161.1-E(1)</b>	<b>Selection And Evaluation Of Instructional Materials -</b>
7140	<a href="#">Architectural And Engineering Services</a>
7140	<a href="#">Architectural And Engineering Services</a>
7214	<a href="#">General Obligation Bonds</a>
7214	<a href="#">General Obligation Bonds</a>

9000	<a href="#">Role Of The Board</a>
9005	<a href="#">Governance Standards</a>
9140	<a href="#">Board Representatives</a>
9200	<a href="#">Limits Of Board Member Authority</a>
9220	<a href="#">Governing Board Elections</a>
9222	<a href="#">Resignation</a>
9230	<a href="#">Orientation</a>
9320	<a href="#">Meetings And Notices</a>
<b>9321</b>	<b>Closed Session -</b>
<b>9321-E(1)</b>	<b>Closed Session -</b>
<b>9321-E(2)</b>	<b>Closed Session -</b>
9323	<a href="#">Meeting Conduct</a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** May 03, 2023

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

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

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, April 28th, 2023.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A