

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, June 7, 2023

5:00 PM - Open Meeting
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

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

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

Section A: PRELIMINARY

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

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

David De Los Santos, Principal, Fremont School, will introduce Julian Adams, 8th grade student, 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 Juliean Navarro, 8th grade student at Fremont School, and in Spanish by Erica De Jesus, 8th grade student at Fremont School.

A.4. Presentation by Fremont School

David De Los Santos, Principal, Fremont School, will provide a short presentation to the Board regarding Fremont. 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. Recognition of Indian Education Student of the Year (Aguilera-Fort)

The Board of Trustees and the Superintendent will recognize the following Elementary Level Indian Education Student of the Year:

- Kilia Stewart, Marshall School

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:

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

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- OAH Case No. 2023040572
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Associate Superintendent
 - Assistant Superintendents
 - Public Employee Appointment
 - Executive Director, Teaching & Learning

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. Recognition of Publishing of New Digital Books in Indigenous Mixteco Language (Aguilera-Fort)

The Board will receive information regarding the publishing of new digital books in indigenous Mixteco language.

A.12. Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees will recognize Parent Volunteers of the Year from each of the district's schools for 2022-2023.

Brekke - Jessica Joens
 Chavez - Florencia Zavala
 Curren - Araceli Madrigal
 Driffill - Myriam Cervantes
 Elm - Berta Martinez
 Frank - Darren Breit
 Fremont - Lisa Postas
 Harrington - Laura Garcia
 Kamala - Patricia Vargas
 Lemonwood - Laura Barragan
 Lopez - Chrisma Aguilar
 Marina West - Alicia Iniguez
 Marshall - Lucy Castillo
 McAuliffe - Catherine Menendez Prebble

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McKinna - Seyla Garcia
Ramona - Maria Guadalupe Cervantes
Ritchen - Ramses Bernal
Rose Avenue - Suzi Gonzalez
Sierra Linda - Carina Loera
Soria - Samantha Zimpelman

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.

B.2. Public Hearing, Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)

It is the recommendation of the Associate Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2023 Board Meeting.

B.3. Public Hearing: Oxnard School District 2023-24 Budget (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees open the public comment period for the Oxnard School District 2023-24 Budget prior to its adoption at the June 21, 2023 Board meeting.

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

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

C.1. 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 for Anne Marie Newman, Jasmine Melendez, Stephanie Novak, and Maria Isabel Garcia-Thomas 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 Funds.

C.2. Approval of Resolution #23-01 to Authorize Appropriation Transfers for 2023-2024 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-01 to authorize appropriation transfers for the 2023/2024 fiscal year, and authorize its filing with the Ventura County Office of Education.

C.3. Approval of Resolution #23-02 for Authorization to Make Temporary Loans between District Funds for 2023/2024 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

C.4. Approval of Resolution #23-03: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2023 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board approve Resolution #23-03 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2023, and authorize its filing with the Ventura County Office of Education.

C.5. Establishment of Positions (Torres/Fuentes)

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

C.6. Personnel Actions (Torres/Fuentes)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.7. Approval of Agreement/MOU #22-242 – Mobile Zoo of Southern California (DeGenna/Zaidi)

It is the recommendation of the Principal, Ritchen School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-242 with

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Mobile Zoo of Southern California, to provide a Barnyard Bonanza Petting Zoo and a Cool Critters Show for students at Ritchen, June 13, 2023, in the amount not to exceed \$1,872.00, to be paid out of Supplemental Concentration Funds.

C.8. Approval of Agreement #22-244 – Signet Controls, Inc. (Mitchell/Miller)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-244 with Signet Controls, Inc., to provide Annual Remote Preventive Test and Inspection, Same Day Service Support, and Alerton Software Upgrade for the Alerton Energy Management and Control Systems located at Brekke, Ritchen, McAuliffe, Frank, Marshall, Curren, Kamala, Lopez, Fremont, Rose Avenue, Driffill, Harrington Soria & Chavez Schools, June 8, 2023 through June 30, 2024, in the amount of \$96,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.9. Approval of Agreement/MOU #22-245 – Jolly Jumps (DeGenna/Cordes)

It is the recommendation of the Principal, Lemonwood School and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-245 with Jolly Jumps, for rental fee for jolly jumpers at the year-end field days for PBIS student incentives, June 13, 2023 and June 15, 2023, in the amount not to exceed \$3,154.50, to be paid from Donation Funds.

C.10. Approval of Agreement #23-11 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Child Nutrition Services that the Board approve Agreement #23-11 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2023-24 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.11. Approval of Agreement #23-12 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Child Nutrition Services that the Board approve Agreement #23-12 with Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2023-24 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.12. Approval of Agreement #23-14 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #23-14 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2023-24 school year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.13. Approval of Agreement/MOU #23-17 – Catalyst Family (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-17 with Catalyst Family, to establish the terms for the use of classroom space at Harrington

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Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$3,396.00 per month paid to Oxnard School District by Catalyst Family.

C.14. Approval of Agreement/MOU #23-18 with Ventura County Children & Families First Commission for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-18 with Ventura County Children & Families First Commission, for use of office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$6,000.00 per year to be paid to Oxnard School District.

C.15. Approval of Agreement/MOU #23-20 with Community Action Partnership of San Luis Obispo County, Inc. for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-20 with Community Action Partnership of San Luis Obispo County, Inc., to establish the terms for the use of classrooms at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$2,500.00 per year to be paid to Oxnard School District.

C.16. Approval of Agreement #23-21, Panorama Education (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-21 with Panorama Education, to provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, July 1, 2023 through June 30, 2024, in the amount not to exceed \$207,700.00, to be paid out of the Prevention and Early Intervention Grant.

C.17. Approval of Agreement #23-22 – Hatching Results, LLC (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-22 with Hatching Results, LLC, to design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices, July 1, 2023 through June 30, 2024, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

C.18. Approval of Agreement #23-23, School Services of California (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #23-23 with School Services of California, to assist the district with a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective, July 1, 2023 through June 30, 2024, in the amount not to exceed \$31,500.00, to be paid out of the General Fund.

C.19. Approval of Agreement #23-24 – The California Education Partners (DeGenna)

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-24 with The California Education Partners, for ON Track Collaboration to make college access a reality for all students, July 1, 2023 through June 30,

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2026, in the amount of \$90,000.00 per year, to be paid out of Supplemental Concentration Grant Funds.

- C.20. Approval of Agreement #23-25 – Tri-Signal Integration, Inc. (Mitchell/Miller)**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-25 with Tri-Signal Integration, Inc., to provide Annual Fire Alarm System Test and Inspection services, July 1, 2023 through June 30, 2024, in the amount of \$69,465.00, to be paid out of Routine Restricted Maintenance Funds.
- C.21. Approval of Agreement #23-26 – 1st Maker Space, Inc. (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 #23-26 with 1st Maker Space, Inc., to provide professional development focused on hands-on, best practices in makerspace implementation for the Expanded Learning Program throughout the Oxnard School District, to be piloted at McAuliffe School July 1, 2023 through June 30, 2024, in the amount of \$13,215.98, to be paid out of ELOP Funds.
- C.22. Approval of Agreement #23-54 – CatapultK12/WeTip 2.0 (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-54 with CatapultK12/WeTip 2.0, to provide fully anonymous reporting of bullying, harassment, vandalism, discrimination, and other concerns for students, parents, and school communities, July 1, 2023 through June 30, 2024, costs to be paid by VCSSFA JPA.
- C.23. Approval of Agreement #23-59 – School Services of California (Aguilera-Fort)**
It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #23-59 with School Services of California, to conduct an analysis of the operational structure of the Special Education department and its alignment with the organization, June 8, 2023 through October 31, 2023, in the amount of \$60,700.00 plus expenses, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

- C.24. Ratification of Amendment #2 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-115 with Auditory Processing Center of Pasadena, to adjust the allocation for training on CAPDOTS, including retest and IEP reporting, for the Special Education Department through the end of the 2022-2023 fiscal year, in the amount not to exceed \$2,000.00, to be paid out of Special Education Funds.
- C.25. Ratification of Agreement #22-243 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-243 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students #JM111710, #LJ071616, and #MA102113, including Extended School Year, in the

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amount of \$44,405.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Presentation of Project Concept and Construction Documents for Drifill Elementary School Improvement Project, New Transitional Kindergarten Facilities and Approval of Construction Documents to be Submitted to Division of State Architect (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the Drifill Elementary School New Transitional Kindergarten Facilities Project for submission to the Division of State Architect for review and approval.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Resolution No. 22-34 – Declaring Intention to Grant Right of Way to the City of Oxnard and Setting a Date for a Public Hearing (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, that the Board of Trustees adopt Resolution No. 22-34 declaring its intention to convey the Right of Way to the City of Oxnard, as required by the City in connection with City permits for the Rose Avenue Elementary School, and setting the date for the public hearing required by law, to be held at the Board Meeting on June 21, 2023.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2021-22 Collective Bargaining Agreement (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2021-22 Collective Bargaining Agreement between the District and CSEA, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

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ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

D.4. Approval of Variable Term Service Waivers in Speech Language Pathology for Diana Diaz, Natalie Gabrie, Stephanie Gutierrez, Alexa Hanson, Keely Henkel, Christina Kennedy, and Elizabeth Navarro for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve Variable Term Service Waivers in Speech Language Pathology for Diana Diaz (Chavez K-8), Natalie Gabrie (Marina West K-5), Stephanie Gutierrez (Ritchen K-5), Alexa Hanson (Curren K-8), Keely Henkel (Ramona/McKinna K-5), Christina Kennedy (Frank 6-8), and Elizabeth Navarro (Driffill K-8) for the 2023-24 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

D.5. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2023-24 School Year (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 Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2023-24 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

D.6. Approval of Variable Term Waivers: Pupil Personnel Services Credential, School Counseling for Ruby Marron and Heather Brown, Behavior Specialist Program Coordinators, for the 2023-2024 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waivers for a Pupil Personnel Services Credential, School Counseling for Ruby Marron and Heather Brown to serve as K-8 Behavior Specialist: Program Coordinators in the Special Education Department for the 2023-24 school year, as presented.

Board Discussion:

Moved:

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Seconded:

Vote:

ROLL CALL VOTE:

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

D.7. Approval of Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Avigail Heilmann for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency BCLAD Waiver for Avigail Heilmann to serve as a TK Bilingual Teacher at Elm Street School for the 2023-24 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.8. Approval of New Classification and Job Functions for Manager of Federal and State Grants (Categorically Funded) (Torres/DeGenna)

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the new classification and job functions for Manager of Federal and State Grants (Categorically Funded), in the amount of \$123,581.00 to \$146,821.00 on the Certificated Management Salary Schedule, to be paid from Learning Communities for School Success Program (LCSSP) and Mental Health Grant Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.9. Approval of New Classification and Job Functions for TK-6 Bilingual School Teacher (Torres/DeGenna)

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the new Classification and Job Functions for TK-6 Bilingual School Teacher, as presented.

Board Discussion:

Moved:

Seconded:

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Vote:

ROLL CALL VOTE:

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

D.10. Approval of Revisions to 2023-24 Classified Salary Schedule (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Classified Human Resources, that the Board of Trustees approve the revisions to the 2023-24 Classified Salary Schedule, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.11. Approval of Interim Superintendent Employment Agreement (Robles-Solis/Aguilera-Fort)

It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the employment agreement for Dr. Anabolena DeGenna, Interim Superintendent, for a one-year term beginning July 1, 2023, in the amount of \$240,000.00.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.12. Approval of Cabinet Member Contract Amendments (Robles-Solis/Aguilera-Fort)

It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the Cabinet Member contract amendments for Dr. Karling Aguilera-Fort, Dr. Anabolena DeGenna, Valerie Mitchell, and Dr. Natalia Torres, as presented.

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:

- May 17, 2023 Regular Meeting
- May 26, 2023 Special 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 - Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision to AR 5113 Absences and Excuses for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.2. First Reading - Revision to AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision to AR 5131.41 Use of Seclusion and Restraint for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.3. First Reading - Revision to AR 5144 Discipline (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision to AR 5144 Discipline for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.4. First Reading - Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision to AR 5144.1 Suspension and Expulsion/Due Process for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.5. First Reading - Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities (DeGenna/Jefferson)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Special Education Services that the Board of Trustees receive the revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

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

F.6. First Reading - Revision to BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 6173 Education for Homeless Children for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.7. First Reading Revision to BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision to BP/AR 6173.1 Education for Foster Youth for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 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, June 2nd, 2023.

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

Recognition of Indian Education Student of the Year (Aguilera-Fort)

At their annual honoring ceremony, the Ventura County Indian Education Consortium recognized one student from Oxnard School District as their Elementary Level Indian Education Student of the Year. Kilia Stewart of Marshall School was selected due to her outstanding performance in the "3 A's": Academics, Attendance, and Attitude. The Ventura County Indian Education Consortium recognizes her as a student who represents ideals that honor her ancestors and bring pride to her Native American Community.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Kilia Stewart of Marshall School as the Ventura County Indian Education Consortium's Elementary Level Indian Education Student of the Year.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the 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: June 07, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2023040572
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Associate Superintendent
 - Assistant Superintendents
 - Public Employee Appointment
 - Executive Director, Teaching & Learning

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

Recognition of Publishing of New Digital Books in Indigenous Mixteco Language (Aguilera-Fort)

Oxnard School District and Renaissance Learning partnered to create a space for belonging and inclusion highlighting Mixteco language by translating several book titles into one of the variants of this oral language. This project is in alignment with the recently approved Strategic Plan, Oxnard Empowers, that highlights the importance of developing and empowering multilingual global citizens who are strong in their multiple identities and potential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section A: Preliminary

Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees will recognize Parent Volunteers of the Year from each of the district's schools for 2022-2023.

Brekke - Jessica Joens
Chavez - Florencia Zavala
Curren - Araceli Madrigal
Driffill - Myriam Cervantes
Elm - Berta Martinez
Frank - Darren Breit
Fremont - Lisa Postas
Harrington - Laura Garcia
Kamala - Patricia Vargas
Lemonwood - Laura Barragan
Lopez - Chrisma Aguilar
Marina West - Alicia Iniguez
Marshall - Lucy Castillo
McAuliffe - Catherine Menendez Prebble
McKinna - Seyla Garcia
Ramona - Maria Guadalupe Cervantes
Ritchen - Ramses Bernal
Rose Avenue - Suzi Gonzalez
Sierra Linda - Carina Loera
Soria - Samantha Zimpelman

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Parent Volunteers of the Year from each of the district's schools for 2022-2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 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: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section B: Hearing

Public Hearing, Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2023 Board Meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP).

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section B: Hearing

Public Hearing: Oxnard School District 2023-24 Budget (Mitchell/Núñez)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2023-24 Budget prior to its adoption at the June 21, 2023 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees open the public comment period for the Oxnard School District 2023-24 Budget.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

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

The Board's approval is requested for Anne Marie Newman, Jasmine Melendez, Stephanie Novak, and Maria Isabel Garcia-Thomas, Special Education staff, to attend the UNC TEACCH Autism Program in Pittsboro, North Carolina, on 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: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

Approval of Resolution #23-01 to Authorize Appropriation Transfers for 2023-2024 (Mitchell/Núñez)

The administration is requesting Board Approval of Resolution #23-01, authorizing the Assistant Superintendent of Business and Fiscal Services to make such appropriation transfers as may be necessary for the 2023/2024 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-01 to authorize appropriation transfers for the 2023/2024 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-01 \(1 page\)](#)

**OXNARD SCHOOL DISTRICT
APPROPRIATION TRANSFERS
FISCAL YEAR 2023-24
RESOLUTION NO. 23-01**

WHEREAS, the Oxnard School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and

WHEREAS, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification,

THEREFORE, BE IT RESOLVED that the Oxnard School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2023-24 fiscal year. These transfers are to be presented for ratification at the next board meeting.

ADOPTED this 7th day of June, 2023.

Ayes:

Noes:

Abstain:

Absent:

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 7, 2023.

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

Approval of Resolution #23-02 for Authorization to Make Temporary Loans between District Funds for 2023/2024 (Mitchell/Núñez)

The Administration is requesting Board approval of Resolution #23-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2023/2024 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-02 \(1 page\)](#)

**OXNARD SCHOOL DISTRICT
TEMPORARY LOANS BETWEEN DISTRICT FUNDS
FISCAL YEAR 2023-24
RESOLUTION NO. 23-02**

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

WHEREAS, repayment of the temporary loan will be made from income received, and

THEREFORE, BE IT RESOLVED that the Board of Education of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2023-24 fiscal year.

PASSED AND ADOPTED this 6th day of June, 2023 by the Governing Board of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

Approval of Resolution #23-03: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2023 (Mitchell/Núñez)

The Administration is requesting Board approval of Resolution #23-03, reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board approve Resolution #23-03 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2023, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-03 \(1 page\)](#)

OXNARD SCHOOL DISTRICT
AUTHORITY FOR THE BOARD OF TRUSTEES TO
IMPROVE COMPENSATION FOR CERTAIN
CATEGORIES OF EMPLOYEES AFTER JULY 1, 2023
RESOLUTION NO. 23-03

The recommendation is that the Board of Trustees reserves the right to grant to those employees who are members of the confidential, supervisory, or management groups, and as such are not covered by labor contracts, the right to compensation improvements. This Resolution would remove any doubt that the Board of Trustees has the right to improve compensation to non-represented employees on or after July 1, 2023, and to set the amounts and effective date of any such improvements.

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and,

WHEREAS, the Board of Trustees believes that compensation consideration should be given to employees in confidential, supervisory, or management positions,

THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District reserves the right to consider and to improve compensation of confidential, supervisory or management employees in Fiscal Year 2023-24 and to make any such compensation improvements effective July 1, 2023, or at any date thereafter during Fiscal Year 2023-24.

This is to certify that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 7, 2023.

Ayes:

Noes:

Abstain:

Absent:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Fuentes)

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11620 to be established at Brekke School. This position will be established in the Moderate/Severe program to provide additional para support for the TK-1 classrooms

An eight-hour 183-day Paraeducator-Special Education position number 11536 to be established in the Special Education Department. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11649 to be established in the Special Education Department. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11601 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11602 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11603 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11604 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11605 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11606 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

FISCAL IMPACT:

Cost for 3 Paraeducators-Special Education: \$96,459.00 Special Education funds.

Cost for 6 Paraeducators-Special Education: \$192,918 SPED Early Intervention Pre-K funds.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Establish 06_07_23 \(1 page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor:

Date of Meeting: June 7, 2023

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Establishment of Positions (Torres/Fuentes)

Establish

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11620 to be established at Brekke School. This position will be established in the Moderate/Severe program to provide additional para support for the TK-1 classrooms

An eight-hour 183-day Paraeducator-Special Education position number 11536 to be established in the Special Education Department. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11649 to be established in the Special Education Department. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11601 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11602 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11603 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11604 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11605 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11606 to be established at San Miguel School. This position will be established to provide additional support for the Early Intervention Program.

FISCAL IMPACT:

Cost for 3 Paraeducators-Special Education: \$96,459.00 Special Education funds.

Cost for 6 Paraeducators-Special Education: \$192,918 SPED Early Intervention Pre-K funds.

RECOMMENDATION: It is the recommendation of the Director of Certificated Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment of positions as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 06.07.23 \(2 pgs\).pdf](#)
[Certificated Personnel Actions 06.07.23 \(1 pg\).pdf](#)

CLASSIFIED PERSONNEL ACTIONS

New Hires

Fuentes, Adalberto	Director of Classified Human Resources, Position #121 Personnel Commission 8.0 hrs./261 days	05/22/2023
Hernandez, Gabriela L.	Child Nutrition Worker, Position #2220 Itinerant-Driffill 5.5 hrs./185 days	05/15/2023
Quila, Edward M.	Paraeducator-General Education, Position #10659 Brekke 8.0 hrs./183 days	05/23/2023
Vargas, Teresa V.	Paraeducator-General Education, Position #7841 Pupil Services 5.75 hrs./183 days	05/15/2023

Exempt

Bartel, Aidan	AVID Tutor	05/09/2023
Salinas, Erika	AVID Tutor	05/09/2023

Limited Term/Substitutes

Leon, Isabel	Campus Assistant (substitute)	05/04/2023
Mendoza, Maylani	Campus Assistant (substitute)	05/04/2023
Perry, Danny	Paraeducator (substitute)	05/03/2023
Villafana, Carina	Clerical (substitute)	04/03/2023
Salinas, Erika	Paraeducator (substitute)	05/09/2023

Reclassifications

Magana, Beatris A.	Facilities Support Specialist, Position #506 Facilities 8.0 hrs./ 246 days Facilities Technician, Position #506 Facilities 8.0 hrs./ 246 days	04/14/2023
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Admin Transfer

Martinez, Silvia M.	Campus Assistant, Position #3001 Kamala 4.0 hrs./180 days Campus Assistant, Position #3027 McKinna 4.0 hrs./180 days	05/24/2023
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Transfer

Steen, April Dawn G.	Campus Assistant, Position #7901 Driffill 5.5 hrs./180 days Campus Assistant, Position #2976 Driffill 3.0 hrs/180 days	5/15/2023
Zavala, Laura H.	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days Child Nutrition Worker, Position #2845 Ramona 5.0 hrs./ 185 days	05/09/2023

Voluntary Demotion

Valencia Llamas, Lorena J.	Office Assistant II, Position #10614 Chavez 8.0 hrs./ 203 days Attendance Accounting Technician Soria 8.0 hrs./ 210 days	06/01/2023
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Return from Leave of Absence

Mendez, Maria A.	Child Nutrition Worker, Position #612 Rose Ave 5.5 hrs./185 days	05/22/2023
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Resignations

Averiette, Donna C.	Child Nutrition Worker, Position #2892 Child Nutrition Services 5.0 hrs./185 days	05/10/2023
Carrillo, Efrain	Paraeducator-General Education, Position #10660 Curren 8.0 hrs./183 days	05/16/2023
Duenez, Mayte	Accounting Manager/Internal Auditor, Position #1419 Budget & Finance 8.0 hrs./261 days	05/10/2023
Favela, Joshua J	Speech & Language Pathology Assistant, Position #11628 Special Education 8.0 hrs./183 days	06/17/2023
Gasperi-Jacobsen, Cassandra R.	Campus Assistant, Position #3001 Kamala 4.0 hrs./180 days	05/08/2023
Segura, Joleen J.	Adaptive Technology Specialist, Position #949 Marshall 8.0 hrs./183 days	05/12/2023

Retirements

Tirado, Ruben G.	Lead Custodian, Position #351 Elm 8.0 hrs./246 days	06/30/2023
Valdes, Noemi	Director of Early Childhood Education, Position #9 Early Childhood Programs 8.0 hrs./261 days	06/30/2023

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

Acosta, Anel	BCLAD Teacher	2023/2024 School Year
Caballero Najero, Andrea	Speech Therapist	2023/2024 School Year
Delgado, Jessica	Psychologist	2023/2024 School Year
Ebora, Lynn	Principal	2023/2024 School Year
Fernandez, Maria Christina	Principal	2023/2024 School Year
Garcia, Kristina	BCLAD Teacher	2023/2024 School Year
Haber, Matthew	Manager, Math	2023/2024 School Year
Kemp, G Amanda	Principal	2023/2024 School Year
Lepe, Sarah	Manager, Special Programs	2022/2023 School Year
Neri, Karla	Speech Therapist	2023/2024 School Year
Scripter, Cheri	Principal	2023/2024 School Year
Turner, Alex	Psychologist	2023/2024 School Year
Vasquez, Karina	BCLAD Teacher	2023/2024 School Year

Aguayo, Augusto	Substitute Teacher	2022/2023 School Year
Cruz, Cindy	Substitute Teacher	2022/2023 School Year
Lopez, Arnold	Substitute Teacher	2022/2023 School Year
Lopez, Patricia	Substitute Teacher	2022/2023 School Year
Rodriguez, Ernest	Substitute Teacher	2022/2023 School Year
Silva, Ezequiel	Substitute Teacher	2022/2023 School Year

Promotion

Huizar, Cristina	Principal	2023/2024 School Year
Magana, Genaro	Principal	2023/2024 School Year

Resignation

Marshall, Peter	Teacher, Science	06/16/2023
Milne, Deborah	Teacher, Multiple Subject	06/16/2023
Ramirez Herrera, Virginia	Teacher, Spanish	06/16/2023

Retirement

Buenrostro, Nancy	Teacher, Multiple Subject	06/16/2023
Dubose, John	Teacher, Special Education	06/16/2023
Nolan, Laura	Teacher, Physical Education	06/16/2023
Sussman, Bonnie	Teacher, Multiple Subject	06/16/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-242 – Mobile Zoo of Southern California (DeGenna/Zaidi)

Mobile Zoo of Southern California will provide a Barnyard Bonanza Petting Zoo and a Cool Critters Show for students at Ritchen Elementary School on Tuesday, June 13, 2023, from 9:00am-12:00pm.

FISCAL IMPACT:

Not to Exceed \$1,872.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Ritchen School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-242 with Mobile Zoo of Southern California.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-242, Mobile Zoo of Southern California \(1 Page\)](#)

[Invoice \(1 Page\)](#)

[Certificate of Insurance \(1 Page\)](#)

AGREEMENT/MOU #22-242

Mobile Zoo of Southern California

And

Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Mobile Zoo of Southern California and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Description of Services:

- A. Mobile Zoo of Southern California agrees to provide a Barnyard Bonanza Petting Zoo and a Cool Critters Show for students at Ritche Elementary School on Tuesday, June 13, 2023, from 9:00am-12:00pm.

Compensation: The Oxnard School District will pay Mobile Zoo of Southern California a fee of \$1,872.00.

Authorized Approval:

Mobile Zoo of Southern California:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Mobile Zoo of Southern California
 20975 Sky Ridge Avenue
 Sky Valley, CA 92241
 760-861-4818
 mobilezoofsoutherncalifornia@gmail.com
 mobilezoofsoutherncalifornia.com

Invoice



BILL TO
Emilie Ritthen Elem School Raquel Cabral 2200 Cabrillo Way Oxnard, CA 93030

SHIP TO
Emilie Ritthen Elem School Raquel Cabral 2200 Cabrillo Way Oxnard, CA 93030

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2023-0290	06/12/2023	\$1,872.00	06/13/2023	Due day of event	

TRACKING NO.
 Emailed 04/12/23

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
2	Double Barnyard Bonanza Petting Zoo - Day 2 Tuesday, June 13th from 9-12 Noon	2	624.00	1,248.00
5	Cool Critters Show Day 2 Tuesday, June 13th from 9-12 Noon	1	624.00	624.00

Please Note - Special Insurance Fees are not included in our quote. If required, these fees will be passed on to our client. Fee Schedule as follows:
 Standard Additional Insured is \$50.00.
 Primary & Non-Contributory or Waiver of Subrogation with single certificate holder, are \$150.00 each. Thank you for understanding.

BALANCE DUE

\$1,872.00

**Please note - a minimum set up fee of \$150.00, may apply if the site conditions are extreme, such as lots of stairs, hillside, steep driveway, or great distance from our van to the set up area. Thank you for understanding. **



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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

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

PRODUCER Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	CONTACT NAME: Michael Plouffe PHONE (A/C, No, Ext): 203-931-7095 E-MAIL ADDRESS: certificates@specialtyinsuranceltd.com	FAX (A/C, No): 203-931-0682	
	INSURER(S) AFFORDING COVERAGE		
INSURED Mobile Zoo of Southern California and Nancy True Fitness c/o Nancy True 20975 Sky Ridge Road Desert Hot Springs, Ca 92241	INSURER A: United States Fire Insurance Co.		NAIC # 21113
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USP361705	10/24/22	10/24/23	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Accident Medical			US1673164	10/24/22	10/24/23	Max. Benefit	\$10,000
A	Abuse & Molestation			USP361705	10/24/22	10/24/23	Aggregate	\$100,000

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

Petting Zoo, Animal Exhibits, Pony Rides & Fitness Classes

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael H. Plouffe

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #22-244 – Signet Controls, Inc. (Mitchell/Miller)

Signet Controls, Inc. will provide Annual Remote Preventive Test and Inspection, Same Day Service Support, and Alerton Software Upgrade (as listed on attached Schedules A and B), for the Alerton Energy Management and Control Systems located at Brekke, Ritchen, McAuliffe, Frank, Marshall, Curren, Kamala, Lopez, Fremont, Rose Avenue, Driffill, Harrington Soria & Chavez Schools.

Term of Agreement: June 8, 2023 through June 30, 2024

FISCAL IMPACT:

\$96,500.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-244 with Signet Controls, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-244, Signet Controls, Inc. \(13 Pages\)](#)

TECHNICAL SUPPORT AGREEMENT

Proposal Date: 05/08/2023
Proposal #: SCSA23-1197_Rev-4

BY AND BETWEEN:
SIGNET CONTROLS, INC.
15350 Mallory Court
Moorpark, CA 93021

CLIENT
Oxnard School District
1051 South C Street
Oxnard, CA 93030

This proposal is firm for thirty (30) days and shall include the Terms & Conditions and Schedule(s) attached herein:

- Schedule A - Type of Service Plan
Attachment 1 - Energy Management & Control System Service
- Schedule B - Preventive Maintenance Schedule
- Schedule C - List of Serviced Equipment
- Schedule D - Miscellaneous Conditions
- Schedule E - Charges, Rates, & Pricing Terms

Scope of Services:

Annual Remote Preventive test and inspection, Same Day Service Support, and Alerton Software Upgrade (as listed on attached Schedules A and B) for the Alerton Energy Management and Control System located at various schools in the:

Oxnard School District
1051 South C Street,
Oxnard, CA 93030

Services Shall Commence/Term:

This agreement shall commence upon the approval of this document and shall continue for a term of **one (1)** year. This agreement shall commence on 8th day of June, 2023 and shall end on 30th day of June, 2024.

The schools covered under this Technical Support Agreement are as below:

Coverage dates	School Name
8 th June 2023 to 30 th June 2024	Preventive Maintenance for Alerton Energy Management System at:
	a. Brekke Elementary
	b. Ritchen Elementary
	c. McAuliffe Elementary
	d. Frank Intermediate
	e. Marshall Thurgood Elementary
	f. Curren Elementary
	g. Kamala Elementary
	h. Lopez Academy
	i. Fremont Intermediate
	j. Rose Avenue (New School)
	k. Rose Ave Elementary (Bldg-9 & CHWS only)
	l. Driffill Elementary (P2P Building only)
	m. Norma Harrington Elementary
n. Juan Soria Elementary (Admin VVT & EF's)	
o. Cesar Chavez Elementary (Admin VVT & EF's)	

Charges:

This agreement shall be billed quarterly 30-days in advance (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice. The charge for each period is:

TSA Duration from 06/08/2023 to 06/30/2024:

\$ 24,125.00/Quarterly (or \$96,500/year) *

SIGNET CONTROLS, INC.

Submitted by:

NAVIN KASHYAP
Name

Signature Date

PRESIDENT
Title

CUSTOMER

Lisa A. Franz
Name

Signature Date

Director, Purchasing
Title

TERMS & CONDITIONS

1.0 General Provisions:

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during Signet Controls, Inc.'s normal business hours. Normal business hours are Monday through Friday, 7:00 A.M. to 4:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. Signet Controls, Inc. shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Signet Controls, Inc. shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized Signet Controls, Inc. representative, shall constitute the entire agreement between the two (2) parties.
- 1.4 Any modification to this agreement will be effective only when set forth in a written amendment to this agreement signed by the parties hereto.

2.0 Charges:

- 2.1 For services not covered by this agreement, but performed by Signet Controls, Inc. upon the Client's authorization, the Client agrees to pay Signet Controls, Inc. upon presentation of itemized invoice(s) at Signet Controls, Inc.'s prevailing rates.
- 2.2 If same day or emergency service is requested by the Client and inspection does not reveal any defect for which Signet Controls, Inc. is liable under this agreement, the Client will be charged at Signet Controls, Inc.'s prevailing rates.
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of **one (1)** year. Either party may terminate this agreement by giving sixty (60) prior written notice to the other. The annual agreement prices will be firm for the term of the agreement, as stated herein. The hourly service rates may be adjusted based on prevailing labor and material costs and the Client will be notified of this change by Signet Controls.

3.0 Limitations of Liability:

- 3.1 Signet Controls, Inc. shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL SIGNET CONTROLS, INC. BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, LIQUIDATED OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.
- 3.2 Signet Controls, Inc. shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
- 3.3 Signet Controls, Inc. shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 The agreement pre-supposes that all equipment is in satisfactory working order. Signet Controls, Inc. will inspect the equipment when the agreement takes effect and will advise the Client of any equipment found to need repair. Signet Controls, Inc. will provide the Client with a written estimate of the cost of repairs. If the Client does not authorize Signet Controls, Inc. to make the repairs or if the Client does not have the work performed, the equipment will be eliminated from coverage and the agreement price will be adjusted. There may be some equipment which, for reasons beyond Signet Controls, Inc.'s control, cannot be inspected before this agreement takes effect. Signet Controls, Inc. will inspect such equipment on the first available visit.

TERMS & CONDITIONS (contd.)

- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which Signet Controls, Inc. hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than Signet Controls, Inc., this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following three (3) months of service or any time thereafter, if individual item(s) cannot, in Signet Controls, Inc.'s opinion, be properly repaired on-site because of excessive wear or deterioration, Signet Controls, Inc. Inc. may withdraw the item(s) from coverage upon thirty (30) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

Primary Services (Included as part of this service plan)

- System and Service Review:** Signet Controls, Inc. will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.

- Remote Preventive Maintenance:** Technical experts will **remotely log** into the Alerton Controls System via VPN or Teamviewer15 to perform **Annual (once a year) Remote Preventive Maintenance and Testing** for all schools included in the attached Schedule B to verify system operation and optimize the system effectiveness. This service shall occur once a year in coordination with OSD Facilities Department.

- Same Business Day / Emergency Service Support:** Service repair calls covered under this request shall be made five (5) days a week, during normal business hours. Technical experts will assist you, via the telephone and/or by remotely logging in to the Alerton Controls System via VPN or Teamviewer15, to identify and resolve operational problems. If additional onsite assistance is required, Signet support personnel shall visit the schools to further resolve the issue.

Support provided for this activity shall be limited to a maximum of **Eighty (80)** hours/year for the duration of this contract. If additional support hours are required, then they shall be billed at Service Rates identified under Schedule E.

- Database Protection:** Signet Controls, Inc. will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **once every six (6) months** for the duration of this agreement.

- System and Service Log:** Signet Controls, Inc. will provide a log for you to document concerns, system problems, and other related items requiring our attention.

- Documentation:** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

Premium Services (Available at extra cost, but not Included in current service plan)

Component Repair and Replacement: Signet Controls, Inc. will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at labor and material rates identified under Schedule E. Exchanged parts shall become the property of Signet Controls, Inc. (see Schedule D for special conditions). Signet shall not be responsible for normal wear and tear of public accessible equipment, including vandalism or destruction of property.

Remote Technical Support: Technical experts will assist you, via the telephone and/or by remotely logging in to the Controls System via VPN or Teamviewer15, to identify and resolve operational problems. Support provided for this activity shall be limited to a maximum of **Eighty (80)** hours/year for the duration of this contract. If accepted, additional support hours shall be billed at Service Rates identified under Schedule E.

If 80 hours/years of Remote Technical Support for the Alerton Energy Management System is desired to be included as part of this agreement, then please add \$15,600.00 to the base amount, and indicate so in the purchase order.

On-Site Technical Support: Onsite Technical Support visit for up to **Eighty (80)** hours/year shall be provided for duration of this agreement on the schools per the attached Schedule B. Technical Support work shall be based on specific request from OSD Facilities Department and the site visit shall be coordinated with Facilities personnel. If accepted, additional support hours shall be billed at Service Rates identified under Schedule E.

If 80 hours/years of On-Site Technical Support for the Alerton Energy Management System is desired to be included as part of this agreement, then please add \$15,600.00 to the base amount, and indicate so in the purchase order.

Normal Service Support: Service repair calls covered under this request shall be made five (5) days a week, during normal business hours at Normal Service rates identified under Schedule E. Turnaround time for this support shall be within three (3) Business days. Signet Personnel will initially investigate request remotely and only, if necessary, dispatch personnel to visit facility for further resolution. See Schedule D for special conditions.

Premium Time Emergency Service Support: Emergency repair calls covered under this request shall be made seven (7) days a week, twenty-four (24) hours a day at Emergency Services rates identified under Schedule E. Turnaround time for this support shall be within 4 hours. Signet Personnel will initially investigate request remotely and only, if necessary, dispatch personnel to visit facility for further resolution. See Schedule D for special conditions.

Operator Training: Signet Controls, Inc. will provide scheduled on-site operator training at Normal Service Rates identified under Schedule E.

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

- Software Maintenance:** Signet Controls, Inc. will furnish and install manufacturer’s Graphics software (current Compass Version 1.4) revisions, as released by Alerton, to maintain or improve present performance within the functional capabilities of your system. New software products and platform upgrades shall be available for sale at preferred material prices (as detailed in Schedule E) and are not included as part of this service.

Each time Software Maintenance for Alerton Compass Version 1.4 is performed, OSD shall be billed at a net sum of \$9,860.00.

- Hardware Maintenance:** Signet Controls, Inc. will furnish and install manufacturer’s hardware firmware revisions to maintain or improve present performance within the functional capabilities of your system. New hardware products shall be available for sale at preferred material prices (as detailed in Schedule E) and are not included as part of this service. This option does not include any replacement or repair of controllers or sensors or control devices.

Each time Hardware Maintenance for all controllers (as identified in Schedule C) is performed, OSD shall be billed at a net sum of \$19,880.00.

**PREVENTIVE MAINTENANCE SCHEDULE
ENERGY MANAGEMENT & CONTROL SYSTEM
COMPREHENSIVE TEST & INSPECTION**

Below maintenance plan and schedule are recommended and shall be performed in coordination with Oxnard School District Facilities Team.

ALERTON COMPASS 1.x SERVER

- **Verify and Check:**
 Operation
 Communications
 Database Backup

GLOBAL CONTROLLERS

- **Verify and Check:**
 Operation
 Communications
 Data Points & Configuration Backup

CONTROLLERS

- **Verify and Check:**
 Operation
 Communications
 Inputs and Outputs
 Data Points & Configuration Backup

FIELD DEVICES

- **Observe and Check:**
 Temperature Sensors
 Pressure Sensors & Switches
 Current Switches
 Relays
 Valve & Damper Actuators

REMOTE PREVENTIVE MAINTENANCE SCHEDULE (SUGGESTED)

Month/ Year	June / July / August 2023	
2023	Brekke	Lopez Academy
	McAuliffe	Rose Avenue
--	Marshall	Harrington
2024	Juan Soria	Driffill
	Kamala	Ritchen
	Fremont	Frank
	Caesar Chavez	Curren

LIST OF SERVICED EQUIPMENT (ALERTON)

ALERTON EQUIPMENT

The following equipment shall be serviced by Signet Controls, Inc. under this agreement (see attached Matrix for additional details):

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model No.</u>
13	Global Controller – Power Supply	Alerton	BCM-PWS
13	Global Controller - Ethernet	Alerton	BCM-Eth
6	Global Controller – Ms/Tp	Alerton	BCM-Ms/Tp
2	Global Controller	Alerton	ACM
1	Global Router	Contemporary Controls	BASRTP
6	EF ~ Lighting ~ HWS Controllers	Alerton	VLC-16160
1	CHWS Controller	Alerton	VLC-1600
52	AC ~ AHU ~ CHW Controllers	Alerton	VLC-1188
25	VVT AC ~ AHU Controllers	Alerton	VLC-853
16	Dual Duct Zone Controllers	Alerton	VAV-DD7
74	Single Duct VAV / VVT Zone Controllers	Alerton	VAViH-SD
143	Single Duct VAV Zone Controllers	Alerton	VAV-SD2A
48	Multi Duct Zone Controllers	Alerton	VLC-444
328	AC Unit ~ CRV ~ Zone Controllers	Alerton	VAV-550
3	Misc / EF Controllers	Alerton	VIP-363 / VXIO
2	Exhaust Fan BACnet Relay	Functional Devices	RIBTW2401B-BC
1	ASCENT - Compass 1.x	N/A	<i>Installed on Server supplied by OSD</i>

LIST OF MONITORED EQUIPMENT (3RD PARTY INTEGRATIONS)

3rd PARTY INTEGRATIONS

The following 3rd Party Integrations with Alerton Energy Management System shall be tested for communication only by Signet Controls, Inc. under this agreement (see attached Matrix for additional details):

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model No.</u>
15	Emerson VFD BACnet Gateway (Multiple Schools)	Emerson	Affinity <i>Supplied by Climatec-BTG</i>
1	ABB VFD BACnet Gateway	ABB	ACH-550 <i>Supplied by EMCOR</i>
6	McQuay Chiller BACnet Gateway (Multiple Schools)	McQuay	AGZ <i>9# Supplied by Climatec-BTG</i> <i>1# Supplied by EMCOR</i>
5	VRF BACnet Gateway (Rose Ave)	Samsung	MIM-B17BUN <i>Supplied by US Air Conditioning</i>

CLARIFICATIONS

- We have not included for any service, replacement, configuration, programming, troubleshooting, or testing of 3rd party Hardware devices or gateways supplied by others. Any such activity related to the above shall be contracted directly by the Oxnard School District Facilities Department.

MISCELLANEOUS CONDITIONS

Special Conditions:

This agreement excludes service or coverage of:

- a. Remote, On-site, Normal Service Request or Support unless premium services are accepted.
- b. Programming or Technical Support Services unless premium services are accepted.
- c. Training or any other ancillary support activities unless premium services are accepted.
- d. Repair or Replacement of any control devices or components unless premium services are accepted.
- e. Sensor or Devices Calibration unless premium services are accepted.
- f. Software or Hardware Upgrades, unless premium services are accepted.
- g. Any Mechanical Equipment Service (Chillers, Pumps, AHUs, etc.).
- h. Any Electrical Equipment Service (Starters, VFDs, etc.).
- i. Manufacturer supplied Internal controls or 3rd party BACnet Interface cards associated with the individual HVAC equipment, such as factory installed control modules, not associated with the Energy Management and Control System(s).
- j. Any item not integrated into the Automation system by Signet Controls.
- k. Any item not supplied by Signet Controls.
- l. Any work not included in this proposal.

Premium Services:

None included in this agreement.

CHARGES, RATES, & PRICING TERMS

Charges:

This agreement shall be billed quarterly 30-days in advance (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice. The charge for each period is:

TSA Duration from 06/08/2023 to 06/30/2024: **\$ 24,125.00/Quarterly (or \$96,500/year) ***

Normal Hours Service Rates*:

The following list contains the Customer Preferred labor rates that shall be used for support provided by Signet Controls Inc. for services, requested by the Client, not included in this agreement:

- Automation Specialist (M-F 7:00AM to 4:00PM) \$195.00 / hour

* *Response time within 3 Business Days; Minimum billing for (2) two hours and in increments of (2) two hours for on-site Normal Hours Service. Please refer to the standard Signet Controls, Inc. Service Rates and Charges sheet for more details (attached). These rates are only valid for the duration of this contract and are subject to change at any time, and only the current prevailing rate is applicable for customer billing.*

*Over-time rate (RT * 1.5) is applicable on Weekdays (M-F from 4:00pm to 8:00pm) and Saturdays (from 8:00am to 4:00pm). Double-time rate (RT * 2) is applicable on Weekdays (M-F after 8:00pm), Saturdays (after 4:00pm), and all of Sunday and Holidays.*

Emergency / Same Day Service Rates:**

The following list contains the Customer Preferred labor rates that shall be used for support provided by Signet Controls Inc. that is requested by the Client for services not included in this agreement:

- Automation Specialist (M-F 7:00AM to 4:00PM) \$300.00 / hour

** *Response time within 8 Business hours; Minimum billing for (4) four hours and in increments of (4) four hours for Emergency Service. Please refer to the standard Signet Controls, Inc. Service Rates and Charges sheet for more details (attached). These rates are only valid for the duration of this contract and are subject to change at any time, and only the current prevailing rate is applicable for customer billing.*

*Over-time rate (ET * 1.5) is applicable on Weekdays (M-F from 4:00pm to 8:00pm) and Saturdays (from 8:00am to 4:00pm). Double-time rate (ET * 2) is applicable on Weekdays (M-F after 8:00pm), Saturdays (after 4:00pm), and all of Sunday and Holidays.*

Parts & Material Pricing:

Additional parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 40%, less 10%. Subcontractors and Miscellaneous Costs shall be available to the Client at Actual Cost plus 30%.

SERVICE RATES & CHARGES

Effective October 1st, 2022

The following rates and charges are published for Technical Service Agreements and Time & Material work on Energy Management Systems and HVAC Controls installed by Signet Controls only. These rates do not apply on specialty systems service. These rates are subject to change at any time and only the current prevailing rate is applicable for customer billing.

Service Rates

Regular Service (RT)	Monday thru Friday - 8:00am to 4:00pm [#]	\$ 210.00/hr*
Emergency Service (ET)	Monday thru Friday - 8:00am to 4:00pm [#]	\$ 315.00/hr*

* \$15.00 reduction in hourly rate for **Technical Service Agreement** Customers

[#] See below for After Hours and Weekend support requests

Material & Subcontractors

Authorized Manufacturer represented Control products at 60% of List Price.
Subcontractors, Other Products, Freight & Sales Taxes at Actual Cost plus 30%.

Per Diem & Out-of-Pocket Expenses

Per Diem Charges	\$325.00/night
Travel & Out-of-Pocket Expenses	Actual cost plus 30%

Auto and Travel Expense

Time to Service Site (not charged for support in Ventura County, CA)	Billing based on travel time from Moorpark, CA to / from service location. Time charged at above labor rate (during travel time) and vehicle mileage at \$0.70/mile.
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Terms and Conditions

1. Billing in increments of two (2) hours for Regular On-site service, in increments of four (4) hours for Emergency On-site service, and in increments of one (1) hour for Remote connection / Phone support.
2. Service Visits for projects over 100 miles from Moorpark, shall be billed a minimum of four (4) hours for On-site service.
3. Minimum billing of one (1) hour and in increments of one (1) hour for Travel to work site from Moorpark, CA (excludes Ventura County).
4. Over-time rate (RT * 1.5 or ET * 1.5) is applicable on Weekdays (M-F from 4:00pm to 8:00pm) and Saturdays (from 8:00am to 4:00pm). Double-time rate (RT * 2 or ET * 2) is applicable on Weekdays (M-F after 8:00pm), Saturdays (after 4:00pm), and all of Sunday and Holidays.
5. Higher service rates are applicable on prevailing wage, public / state / county / federal funded projects.
6. Customer will notify of any hazardous or in-accessible site conditions with service request. Access to controls equipment shall be made possible by customer. Access and Escorts (if necessary) shall be made available to all areas required for service.
7. Sales Tax and Shipping-Handling will be billed as an additional charge.
8. Purchaser agrees to pay Signet Controls amounts invoiced upon receipt of invoice. If payment is preferred to be made by Credit Card, then a processing fee of 3.5% shall be added to the payment amount.
9. Technical Service Agreement (TSA) customers will have first response priority. Response time for non-Technical Service Agreement customer requests is 3 to 5 days (depending on service support availability).

REQUEST FOR SERVICE

Email	service@signetcontrols.com
Telephone Number	(888) 8SIGNET / (877) 874 4638 xtn 103
Website	www.signetcontrols.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-245 – Jolly Jumps (DeGenna/Cordes)

Agreement #22-245 covers the rental fee for jolly jumpers at the year-end field days for PBIS student incentives on June 13, 2023 and June 15, 2023.

FISCAL IMPACT:

Not to Exceed \$3,154.50 – Donations

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-245 with Jolly Jumps.

ADDITIONAL MATERIALS:

Attached: [#22-245 Agreement - Jolly Jumps \(4 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



P O Box 2944 Camarillo CA 93011
 805-484-0026
 Ashish@JollyJumps.com

Invoice #42519

Rental Date	06/13/2023 - 06/13/2023	Equipment Rented		SubTotal		\$1,325.00
Contact Person	Catalina Perez	1.	Backyard Obstacle Course x 1	Travel Fee for 93033	\$5.00	\$1,330.00
Event Address	2200 Carnegie Ct			Coupon: Repeat 5%	-\$66.25	\$1,263.75
City, State, Zip	Oxnard, CA, 93033	2.	18' Backyard Slide x 1	Tax: 0%	\$0.00	\$1,263.75
Home Phone				Total		\$1,263.75
Cell Phone	805-385-1551	3.	Ninja Obstacle Course (66 Foot FUNlong) x 1	Deposit Required		\$631.88
Event Rental Time	9:00am - 2:00pm			Due		\$1,263.75
Location		4.	3500 Generator x 4			
Setup Surface	Grass					

Customer Comments: Setup at 730am

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item, and further agrees that if the item is damaged that he/she will reimburse Jolly Jumps for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Jolly Jumps and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Jolly Jumps employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Jolly Jumps employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightning. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit,** have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. **Never** place a hose or water on or into the unit unless authorized by Jolly Jumps. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time. Please kindly **inspect** the JollyJumps after setup and confirm that you are satisfied.

LAF Lessee Initial

Additional Terms of Lease: Jolly Jumps is not responsible for bad weather, cancelation for bad weather must be received by 8:00 AM the day of your event and before equipment is setup to avoid charges. Jolly Jumps is not responsible for disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$300.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If water is used on any item not intended for water use will be assessed a \$200 cleaning fee. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee’s own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause. No food, drink or candy or candy wrapper allowed in JollyJumps. A \$200 cleaning fee will be applied if these are found in the JollyJumps.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Jolly Jumps harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney’s fees and costs, arising by reason of injury, damage, or death to persons or property or covid-19, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Jolly Jumps from injuries or damages incurred as a result of the use of the leased equipment. Jolly Jumps cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Jolly Jumps from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof. We recommend our customers to review and adhere to the gatherings and public gathering guidance and public health orders. This information can be found at <https://www.cdph.ca.gov/> We cannot support parties or events that encourage any gatherings outside of these guidelines. Initial: LAF

Disclaimer of Warranties: Jolly Jumps makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Jolly Jumps if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk.**

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Jolly Jumps for all costs incurred by Jolly Jumps incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney’s fees and costs. If Jolly Jumps determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Jolly Jumps may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Jolly Jumps, Inc and Lessee will abide by the CA state laws and forgo filing a lawsuit to solve the dispute.

Overnight Rental:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Jolly Jumps PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE _____ PRINT NAME Lisa A. Franz DATE _____

Director, Purchasing

In Case Of Emergency Please Call 805-816-0048



P O Box 2944 Camarillo CA 93011
805-484-0026
Ashish@JollyJumps.com

Invoice #42520

Rental Date	06/15/2023 - 06/15/2023	Equipment Rented	SubTotal		\$1,985.00
Contact Person	Catalina Perez	1. Pirate Obstacle Adventure x 1	Travel Fee for 93033	\$5.00	\$1,990.00
Event Address	2200 Carnegie Ct	2. 3500 Generator x 5	Coupon: Repeat 5%	-\$99.25	\$1,890.75
City, State, Zip	Oxnard, CA, 93033	3. 18' Dual Slide x 1	Tax: 0%	\$0.00	\$1,890.75
Home Phone		4. 18' Dual Slide Orange x 1	Total		\$1,890.75
Cell Phone	805-385-1551		Deposit Required		\$489.38
Event Rental Time	9:00am - 2:00pm		Due		\$1,890.75
Location					
Setup Surface	Grass				

Customer Comments: Setup at 730am

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

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Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Jolly Jumps and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

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Lessee agrees that the equipment leased is for Lessee’s own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause. No food, drink or candy or candy wrapper allowed in JollyJumps. A \$200 cleaning fee will be applied if these are found in the JollyJumps.

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Disclaimer of Warranties: Jolly Jumps makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Jolly Jumps if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk.**

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Jolly Jumps for all costs incurred by Jolly Jumps incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney’s fees and costs. If Jolly Jumps determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Jolly Jumps may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Jolly Jumps, Inc and Lessee will abide by the CA state laws and forgo filing a lawsuit to solve the dispute.

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SIGNATURE _____ PRINT NAME Lisa A. Franz DATE _____
Director, Purchasing

In Case Of Emergency Please Call 805-816-0048



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2022

PRODUCER Amusement And Event Planners Insurance Specialists 25422 Trabuco Rd Suite 105-406 Lake Forest, CA 92630 Phone: (866) 380-3372	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Shumbar, LLC DBA Jolly Jumps 1343 Brookhaven Ave. Camarillo, CA 93010	INSURER A: Lloyd's-Beazley Group Syndicate #2623	AA-1128623
	INSURER B: Certain Underwriters at Lloyd's, London	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ZISMB1262 02	08/11/2022	08/11/2023	EACH OCCURRENCE	\$ 1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.00
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000.00
						GENERAL AGGREGATE	\$ 2,000,000.00
						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
							\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Accident & Health	ZAH515 02	08/11/2022	08/11/2023	10,000.00 Maximum Medical Benefit per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Amusements and Inflatables

CERTIFICATE HOLDER

Oxnard Unified School District
 1051 South A St.
 Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mike Lowry

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: ZISMB1262 02
Insured: Shumbar,LLC DBA Jolly Jumps

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oxnard Unified School District 1051 South A St. Oxnard, CA 93030
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-11 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Middle School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #23-11 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2023-24 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-11 \(3 pages\)](#)

OSD AGREEMENT #23-11

CHILD NUTRITION SERVICES AGREEMENT

FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL

This agreement, executed in duplicate and entered into on June 7, 2023, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.

11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.

12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.

13) The term of this agreement shall be from July 1, 2023, until June 30, 2024, unless terminated by either party upon 30 days notice with cause.

14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

SIGNATURE

Lisa A. Franz

NAME

Purchasing Director

TITLE

DATE

Lisa Clune

SIGNATURE

Lisa Clune

NAME

Executive Director

TITLE

4-28-23

DATE

Oxnard School District 2023-2024 School Calendar

July 2023							January 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
						1							
2	3	4	5	6	7	8	1	New Year's Day					
9	10	11	12	13	14	15	2-5	Winter Break					
16	17	18	19	20	21	22	15	Martin Luther King Jr. Holiday					
23	24	25	26	27	28	29							
30	31												
August 2023							February						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1-2	Conference Days (Minimum Days for students)					
8	9	10	11	12	13	14	16	President's Day Holiday					
15	16	17	18	19	20	21	19	President's Day Holiday					
22	23	24	25	26	27	28							
29	30	31											
September 2023							March						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	25-29	Spring Break					
8	9	10	11	12	13	14							
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	31											
October 2023							April 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1-5	Spring Break					
8	9	10	11	12	13	14							
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	31											
November 2023							May 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	27	Memorial Day Holiday					
8	9	10	11	12	13	14							
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	31											
December 2023							June 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	14	Last Day of School (Min. Day for teachers & students)					
8	9	10	11	12	13	14	19	Juneteenth					
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	31											

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-12 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School, located on the McAuliffe School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #23-12 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2023-24 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-12 \(3 pages\)](#)

OSD AGREEMENT #23-12

CHILD NUTRITION SERVICES AGREEMENT

FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL

This agreement, executed in duplicate and entered into on June 7, 2023, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA 93035.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the Christa McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Christa McAuliffe Cafeteria and delivered by Christa McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire School staff will notify Christa McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.

11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.

12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.

13) The term of this agreement shall be from July 1, 2023, until June 30, 2024, unless terminated by either party upon 30 days notice with cause.

14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

SIGNATURE

Lisa A. Franz

NAME

Director of Purchasing

TITLE

DATE

Lisa Cline

SIGNATURE

Lisa Cline

NAME

Executive Director

TITLE

4-28-23

DATE

Oxnard School District 2023-2024 School Calendar

July 2023							January 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
						1							
2	3	4	5	6	7	8	1	2	3	4	5	6	7
9	10	11	12	13	14	15	8	9	10	11	12	13	14
16	17	18	19	20	21	22	15	16	17	18	19	20	21
23	24	25	26	27	28	29	22	23	24	25	26	27	28
30	31						29	30	31				
August 2023							February 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				
September 2023							March 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				
October 2023							April 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				
November 2023							May 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				
December 2023							June 2024						
Su	Mo	Tu	W	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				

July
4 Independence Day Holiday

August
10-11 Staff Development Days (No students)
14 Teacher Prep Day (No students)
15 Site Staff Development Day (No students)
16 First Day of School

September
4 Labor Day Holiday

October
9-10 Staff Development Day (No students)

November
10 Veterans Day Holiday
14-17 Conference Days (Minimum Days for students)
20-24 Thanksgiving Holiday

December
15 Minimum Day for teachers and students
16-20 Winter Break

January
1 New Year's Day
2-5 Winter Break
15 Martin Luther King Jr. Holiday

February
1-2 Conference Days (Minimum Days for students)
16 President's Day Holiday
19 President's Day Holiday

March
25-29 Spring Break

April
1-5 Spring Break

May
27 Memorial Day Holiday

June
14 Last Day of School (Min. Day for teachers & students)
19 Juneteenth

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-14 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2023-24 school year. The term of Agreement #23-14 is July 1, 2023 to June 30, 2024.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #23-14 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2023-24 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-14 \(12 pages\)](#)

OSD AGREEMENT #23-14

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This AGREEMENT is entered into on this 7th of June, by and between Child Development Resources of Ventura County, hereinafter referred to as "Agency", and the Oxnard School District, hereinafter referred to as the "Vendor".

Whereas, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

Whereas, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

Therefore, both parties here to agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CDR Head Start/State Preschools located at Sierra Linda and Harrington Schools in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.21 each</u>	Lunch	<u>\$4.03 each</u>
Supplement/Snack	<u>\$1.18 each</u>	Supper	N/A

*prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2023-24.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal components and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the terms of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food items as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain, on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick-up time.
8. Provide a copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the National Lunch Program meal requirements for field trips when requested by the Agency at least 15 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rate.
10. CDR shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDR locations on non-student days at an additional cost of \$150.00 per day, with the exception of district holidays. A 14 day advanced notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
11. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for the meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
12. Operate in accordance with current CACFP requirements.
13. Retain all required records for a period of five (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S General Accounting Office for Audit or administrative review at a reasonable time and place.

14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
16. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510, (Lower Tier)
17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pick-up site, at the specific time on each specified pick-up day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean and sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFP Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all the other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food services requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

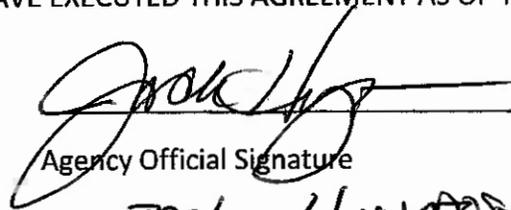
This agreement will take effect commencing July 1, 2023 and shall be for the period of one calendar year and shall continue through June 30, 2024. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature
Lisa A. Franz, Purchasing Director

Service Provider Official Name (Please print)

DATE



Agency Official Signature
MIKE HINOSOSA

Agency Official Name (Please print)

5/22/2023

DATE

Oxnard School District Vended Food Projections

Source: 23-24 Food Projection Model and New Profiles

Date: 5/10/2023

Prepared by: Margie Hanley

Period: July 1, 2023 to June 30, 2024

Sites	# of Classes	#/Class ³	# of Operating Days ¹	Meals Counts			
				Breakfast	Lunch	Snack ²	Total
Mary Crawford(Harrington)(Jul-Mar)	2	23	129	5,934	5,934	5,934	17,802
Mary Crawford(Harrington)(Apr-Jun)	2	23	46	736	736	2,116	3,588
Sierra Linda(Jul-Mar)	2	23	129	5,934	5,934	5,934	17,802
Sierra Linda(Apr-Jun)	2	23	46	2,116	2,116	2,116	6,348
							-
Total Meals				14,720	14,720	16,100	45,540

Rate	Distribution		\$ 2.21	\$ 4.03	\$ 1.18	
Jul-Mar	HDK		\$ 26,228	\$ 47,828	\$ 14,004	\$ 88,060
Apr-Jun	HDK		\$ 6,303	\$ 11,494	\$ 4,994	\$ 22,791
Projected Costs			\$ 32,531	\$ 59,322	\$ 18,998	\$ 110,851

1. Total 175 operating days less 10 days for Oxnard Spring Break
2. Mary Crawford goes to Half day snack only for the last 30 days of session
3. Includes 3 adults

Projected Costs for Ereq's

BREAKFAST (SELECT ALL THREE COMPONENTS)¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH ⁴	½ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ½ CUP ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¾ CUP ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1½ CUP ¾ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1½ CUP ¾ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	½ CUP	¾ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	½ CUP	¾ CUP	½ CUP	½ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ½ CUP	½ SLICE ½ SERVING ¾ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

**SCHEDULE B—NSD 2050B
CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 oz)	½ CUP (4 oz)	1 CUP (8 oz)	1 CUP (8 oz)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS^{6,7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8,9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ½ CUP ¼ CUP ½ CUP ¼ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ½ CUP ¼ CUP ½ CUP ¼ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¾ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¾ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ¾ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ¾ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¾ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¾ CUP 2 TBSP 1 OZ

- ¹ Offer versus serve is an option for at-risk afterschool participants only.
- ² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- ³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- ⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- ⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- ⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.
- ¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- ¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.
- ¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- ¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.
- ¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.
- ¹⁵ Juice cannot be served when milk is served as the only other component.
- ¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required

while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

- **Breakfast:** Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable and/or fruit, or two servings of bread or bread alternate)
- **Lunch:** Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)
- **Supper:** Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

CERTIFICATION

Are meals provided using the Offer vs. Serve option? Yes No

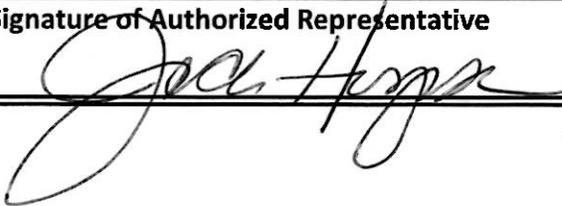
If yes, which meals () Breakfast () Lunch () Supper

If yes, which meals? _____

If yes, what date will you begin the Offer vs. Serve option? _____

I certify that the agency will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. I understand that any meal served that does not meet these requirements may not be claimed for reimbursement under the Child and Adult Care Food Program.

Signature of Authorized Representative



Date

5/22/2022

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

- (2) Fax: 202-690-7442

- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.

Oxnard School District 2023-2024 School Calendar

	July 2023	July 2024	January 2024	January
	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 New Year's Day 2-6 Winter Break 15 Martin Luther King Jr. Holiday 17
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	February 1-2 Conference Days (Minimum Days for students) 18 President's Day Holiday 19 President's Day Holiday 19
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	March 25-29 Spring Break 16
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	April 1-5 Spring Break 17
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	May 27 Memorial Day Holiday 17
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June 14 Last Day of School (Min. Day for teachers & students) 19 Juneteenth 22
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	July 4 Independence Day Holiday 12
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August 10-11 Staff Development Days (No students) 14 Teacher Prep Day (No students) 15 Site Staff Development Day (No students) 16 First Day of School 12
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September 4 Labor Day Holiday 20
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	October 9-10 Staff Development Day (No students) 20
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November 10 Veterans Day Holiday 14-17 Conference Days (Minimum Days for students) 20-24 Thanksgiving Holiday 16
		Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su M Tu W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	December 15 Minimum Day for teachers and students 18-29 Winter Break 11

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-17 – Catalyst Family (DeGenna/Valdes)

This agreement establishes the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family for the use of classroom space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026.

Term of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

\$3,396.00 per month paid to Oxnard School District by Catalyst Family

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-17 with Catalyst Family.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-17, Catalyst Family \(12 Pages\)](#)

OSD AGREEMENT #23-17

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CATALYST FAMILY AND THE
OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Catalyst Family (“Catalyst” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). Catalyst and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one classroom (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of the last year of the Term requesting extension of the MOU for another three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy one room for the sole purpose of operating a preschool program (the “Program”) and share the use of the playground and storage areas adjacent to the classroom. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

(c) No reserved parking spaces assigned to Lessee. Lessee’s staff and guests must adhere to parking lot and street parking regulations.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have

been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the

duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$3,396.00, calculated on 1,132 square feet at \$3.00 per square foot. Square feet calculation includes classroom, it does not include shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations,

and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial service does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any

individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Valerie Mitchel, Assistant Superintendent Business & Fiscal Services

Official Notice shall be given to Lessee at the following address:

Catalyst Family
350 Woodview Avenue, Suite 100
Morgan Hill, CA 95037

Mailing address (for contract signature):

4540 Duckhorn Drive, Suite 202
Sacramento, CA 95834
Attn: Susan Dumars, President

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CATALYST FAMILY:

By: _____

Name: Susan Dumars

Title: President

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-18 with Ventura County Children & Families First Commission for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

This agreement establishes the terms between the Oxnard School District and Ventura County Children and Families First Commission (First 5) for use of office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026.

Term of Agreement/MOU: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$6,000.00 per year paid to Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-18 with Ventura County Children & Families First Commission.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-18, Ventura County Children & Families First Commission \(12 Pages\)](#)

OSD AGREEMENT #23-18

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN VENTURA COUNTY CHILDREN AND
FAMILIES FIRST COMMISSION AND THE OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Ventura County Children and Families First Commission (“First 5” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). First 5 and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two office spaces (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of the last year of the Term requesting extension of the MOU for another three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two rooms for the sole purpose of operating an early childhood education program (the “Program”) and share the use of the playground and storage areas adjacent to the rooms. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

(c) No reserved parking spaces assigned to Lessee. Lessee’s staff and guests must adhere to parking lot and street parking regulations.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$500.00, calculated on 200 square feet at \$2.50 per square foot. Square feet calculation includes two rooms within the Facility, it does not include the early childhood education room, shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial service does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee’s discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District’s students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence

or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

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_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

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All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Lisa Franz, Director of Purchasing

Official Notice shall be given to Lessee at the following address:
Ventura County Children and Families First Commission
2580 East Main Street #203
Ventura, CA 93003
Attn: Petra Puls, Executive Director

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Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty

(30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION:

By: _____

Name: Petra Puls

Title: Executive Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-20 with Community Action Partnership of San Luis Obispo County, Inc. for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

This agreement establishes the terms between the Oxnard School District and Community Action Partnership of San Luis Obispo County, Inc. for the use of classrooms at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026.

Term of Agreement/MOU: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-20 with Community Action Partnership of San Luis Obispo County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-20, Community Action Partnership of San Luis Obispo County, Inc. \(12 Pages\)](#)

OSD AGREEMENT #23-20

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN COMMUNITY ACTION PARTNERSHIP
OF SAN LUIS OBISPO COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU” or “Agreement”) is made between Community Action Partnership of San Luis Obispo County, Inc. (“CAPSLO” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). CAPSLO and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two classrooms and an office space in the Early Childhood Developmental Center Administration Building (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

- (a) Lessee shall notify Lessor by February 15th of the last year of the term, requesting extension of the MOU for another three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.
- (b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two rooms for the sole purpose of operating a preschool program (the “Program”) and share the use of an office space in the Administrative Building, and of the playground and storage areas adjacent to the classroom. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

(c) No reserved parking spaces assigned to Lessee. Lessee’s staff and guests must adhere to parking lot and street parking regulations.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall

keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor an annual rental fee in the amount of \$2,500.00. The rental fee shall be due upon the Commencement date. The actual annual fair market value of said Property is \$15,100.00, based on the square footage of two portable classrooms; it does not include shared office space in the Administrative Building. The District agrees to contribute in-kind facilities use fees of \$12,600 per year.

Both parties agree to adjust the rental fee of future MOU agreements based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial **service** does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or

is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services

Official Notice shall be given to Lessee at the following address:

Community Action Partnership of San Luis Obispo County, Inc.
1030 Southwood Drive,
San Luis Obispo, CA 93401
Attn: Elizabeth Steinberg, CEO

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee’s representatives shall meet with Lessor’s representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

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The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee’s right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee’s possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, INC.:

By: _____

Name: Elizabeth Steinberg

Title: CEO

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-21, Panorama Education (DeGenna/Nocero)

Panorama Education will provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys helps schools and districts collect valid and reliable feedback about a wide range of topics that matter most – from engagement and communication to school climate and culture. Panorama for Social-Emotional Learning helps educators understand students’ SEL – the skills and mindset that enable students to succeed in school and in life – with research-backed measures and actionable data reports.

Panorama Student Success provides a complete picture of every student’s academics, attendance, behavior, and social-emotional learning (SEL) progress in school.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$207,700.00 – Prevention and Early Intervention Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-21 with Panorama Education.

ADDITIONAL MATERIALS:

Attached: [Agreement/Service Order #23-21, Panorama Education \(8 Pages\)](#)
[Proposal \(7 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

PANORAMA EDUCATION - SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Oxnard School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services	<i>Contact</i>	Kelly Truong, Senior Account Director
<i>Billing / Payment Address</i>	1051 South A Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Oxnard, CA 93030	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	adegenna@oxnardsd.org	<i>Email</i>	ktruong@panoramaed.com
<i>Primary Contact Phone Number</i>	805-385-1501	<i>Phone</i>	
<i>Accounts Payable Contact</i>	Patricia Nunez		
<i>Accounts Payable Email Address</i>	accountspayable@oxnardsd.org		
<i>Accounts Payable Phone Number</i>	805-385-1501 x2453		
<i>Purchase Order Required?</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
(1) Description of Services and (2) Fees			
Renewal Services & Fees			
<i>Effective Date:</i> <u>7/1/23</u>			
<i>Contract Term:</i> <u>1 Year</u>			
Description of Services		Fees	
Annual Licenses: Student Success License Access to the Panorama Student Success platform and support (as defined in the Terms and Conditions) district-wide: <ul style="list-style-type: none"> ● Dashboards and reporting for teachers, student support staff, school administrators, and district administrators ● Ongoing integration of Aequitas (Q & MISTAR) & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics ● Intervention tracking 		<i>Annual License Fee:</i>	\$150,200 / year

(3) Agreement

The entire agreement by and between Client and Panorama (“Agreement”) consists of (i) the terms set forth in this Service Order (“SO”) and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO (“Terms”).

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title: Lisa A. Franz Director, Purchasing	Date:
Panorama Signature:	Print Name, Title:	Date:

BACKGROUND

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

1 RIGHT TO USE PLATFORM

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

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

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with

federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

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

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

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

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

2.5 Data Security and Privacy.

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

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

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

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

3 FEES; PAYMENT TERMS

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

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

4 TERM, TERMINATION

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

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

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

(Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

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

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

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

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

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

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY

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

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

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

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the

Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

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

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

8 GENERAL

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

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

Exhibit A

Terms

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

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

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

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

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts

and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

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

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

5.



Oxnard & Panorama | Partnership Overview & Renewal Proposal

Current Partnership Scope		
	Product/Service	Pricing
Student Success & All-In Surveys	<ul style="list-style-type: none"> District-wide student, staff, and family surveys District-wide access to Student Success, including ongoing integration of SIS and unlimited assessments 	\$150,200
Project Management	<ul style="list-style-type: none"> Dedicated Panorama support team to execute project timeline, customize configurations and provide ongoing support 	\$4,000
PD & Training	<ul style="list-style-type: none"> Ongoing program advising with a cohort of Oxnard educators, with a dedicated Panorama Teaching & Learning facilitator 2 virtual PD workshops up to 90 minutes each 	\$18,000
Potential Additions for SY23-24		
Site Consultations	<ul style="list-style-type: none"> 1 in-person PD day including up to 6 hours of on-site facilitation Up to 20 virtual site consultations with leadership teams to understand, prioritize, and act on data 	\$21,000
Behavior Analytics	<ul style="list-style-type: none"> District-wide behavior reporting and incident data in Panorama Student Success platform 	\$14,500, or \$1/student
Panorama for Positive Behavior Pilot	<ul style="list-style-type: none"> Pilot Panorama for Positive Behavior (incident logging, Behavior Boost app, and reporting) for select school sites 	\$2.38 / student*

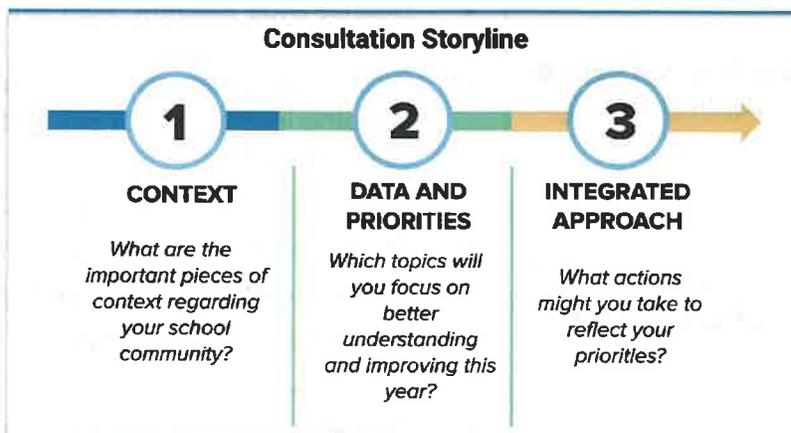
* Early adopter Positive Behavior pricing



Oxnard & Panorama | Potential Additions for SY23-24

Site Consultations

Virtual consultations customized to help your district or school leadership team understand, prioritize, and act on data.



Prioritizing Your Data Insights

What key topics or questions will I prioritize as we close out this academic year and plan for next year?

y= actionability

Low Impact Highly Actionable	High Impact Highly Actionable
Low Impact Not Actionable	High Impact Not Actionable

x= impact

Guiding Questions

1. What is a focus where a majority of your community is communicating a need?
2. How can you leverage your strengths to support this priority area?
3. What existing priorities could this data support?

Consultations are prepared for and facilitated by an experienced facilitator and include a take-away slide deck with **key insights and interventions most relevant to your team's initiatives.**

“ The Panorama consultation is a significant milestone for our team’s work. It is the piece we were looking for when we engaged with Panorama.”

- Dr. Dominick Palma, Superintendent, Merrick UFSD

“ Well structured. Well prepared. Efficient. Interactive. Professional. Wonderful direction from a data perspective provided by a master educator.”

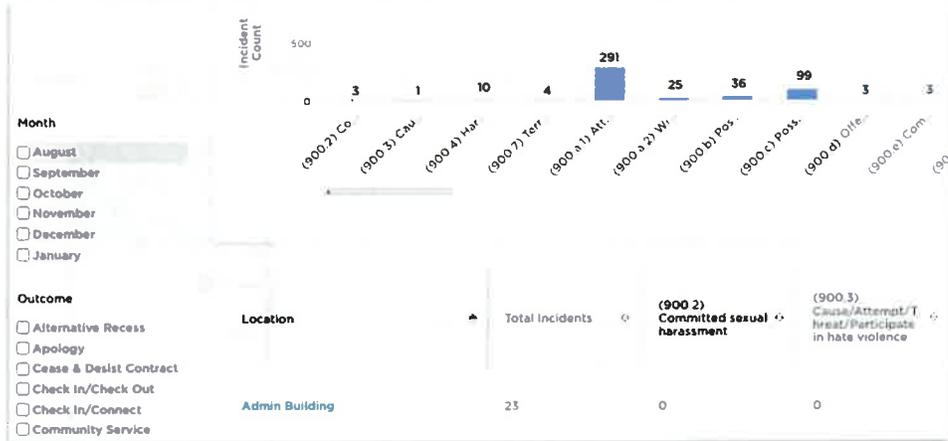
- Mark Rosenblum, Headmaster, San Diego French American School



Oxnard & Panorama | Potential Additions for SY23-24

Behavior Analytics

Get visibility into the who, what, when, and where of behavior at the district and school level.



Location	All Schools	Total Incidents	Bullying	Bullying - Online
<input type="checkbox"/> Art Room				
<input type="checkbox"/> Assembly				
<input type="checkbox"/> Bus				
<input type="checkbox"/> Bus Loading Zone				
<input checked="" type="checkbox"/> Cafeteria				
<input type="checkbox"/> Classroom				
<input type="checkbox"/> Computer Lab				
<input type="checkbox"/> Gym				
<input checked="" type="checkbox"/> Hallway				
<input type="checkbox"/> Library				
<input type="checkbox"/> Music Room				
<input type="checkbox"/> Off Campus				
<input type="checkbox"/> Office				
<input type="checkbox"/> On Way Home From				

Filter by incident severity, type, location, motivation, month, and more.

Behavior Analytics in Student Success expands behavior reporting in Panorama’s leading MTSS platform to support a positive school climate.

With in-depth analysis of behavior patterns at the district, school, and student levels, **spend less time managing behavior data and more time supporting students.**



Oxnard & Panorama | Potential Additions for SY23-24

Panorama for Positive Behavior

PANORAMA Positive Behavior

Home > Log Incident
 < Log Incident

What behavior(s) did you observe?

Behavior(s)
 Bullying

Bullying is a major incident. Please fill out major incident details.

Who engaged in this behavior?

Student
 Shewna Alderman

What events occurred right before and right after the behavior?

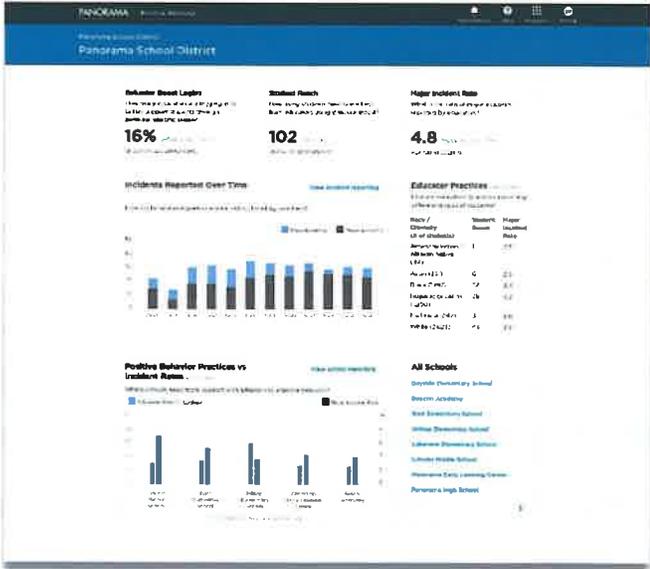
Antecedent - what happened before?
 Socially Isolated

Consequence - what happened after?



Behavior Logging – make it easier for instructors to log minor and major behavior data on a mobile or desktop device

Behavior Boost – Build adult capacity to provide research-based universal supports, such as behavior-specific praise



Panorama for Positive Behavior collects essential student behavior data to strengthen your MTSS.

With Panorama for Positive Behavior, educators can drive whole child supports with streamlined Big 5 data.

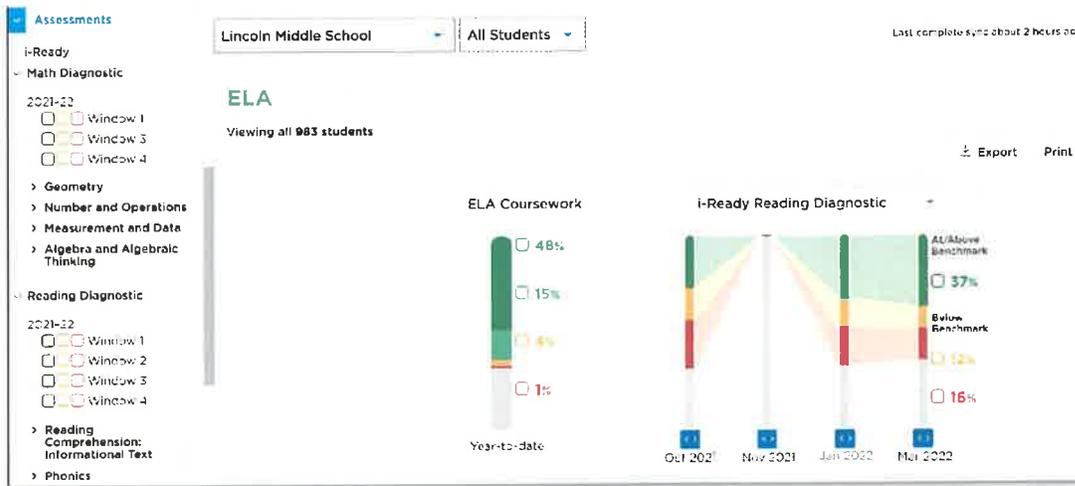


What's New at Panorama?

We are constantly improving our products and services based on feedback! Below is a sample of updates and new features since Oxnard's last renewal with Panorama.

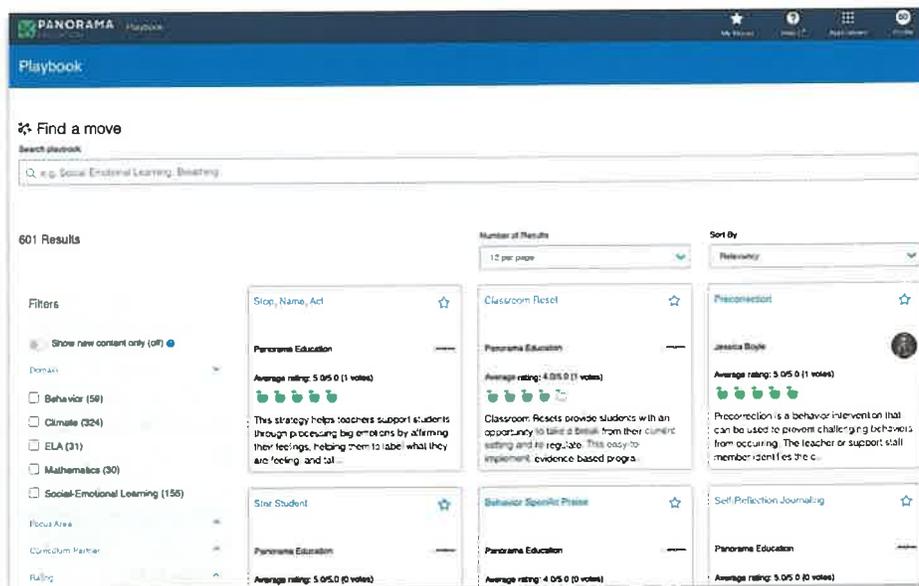
Unlimited Assessments in Student Success

Oxnard can now integrate *unlimited* assessments (including all CAASPP assessments)



Playbook Redesign

Educators now enjoy search, filtering & saving capabilities, and a lightning fast interface. Playbook now also includes over 200 new evidence-based academic, SEL, and behavior strategies.





What's New at Panorama?



User Improvements in Student Success

Educators can now...

- filter by intervention plan progress
- export student roster and intervention plan data
- print student support notes
- include reference links and notes on interventions
- set email reminders and notifications for interventions
- view past data for students coming from different schools
- edit a group intervention plan even if students have finished

The screenshot shows the 'Overview' page for 'Panorama Middle School' with 'All Students' selected. The left sidebar has a 'Status' filter menu where 'In Progress' is selected and circled with a blue arrow. The main area displays a bar chart for 'Abdelkayzen' and a table of student data. The table has columns for 'Attendance', 'Attendance', 'Behavior', and 'SEL'. The first row shows a student with a red 'Attendance' cell, a green 'Attendance' cell, a green 'Behavior' cell, and a green 'SEL' cell. Below the table, there are buttons for 'In Progress' and 'Completed' with dropdown menus for 'Family Meeting on Virtual Classroom' and 'Complete this unit'.

Users can identify students with interventions from past years.

The screenshot shows the 'Overview' page for 'Rayville Elementary School' with 'All Students' selected. Two 'Export as .csv' dialog boxes are open. The first dialog is titled 'Export as .csv' and shows 'Exporting Year-to-date roster data for 17 of 270 students who match these attributes:'. It lists 'Gender: Male', 'Race Ethnicity: Hispanic or Latinx', and 'SEL: Reported All Strengths of Reported M/AY Strengths'. The second dialog is also titled 'Export as .csv' and shows 'Exporting Year-to-date intervention data for all 270 students'. Both dialogs have 'Cancel' and 'Export' buttons. A blue arrow points from the second dialog towards the right.

Users can export critical student support data at the school and district levels.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-22 – Hatching Results, LLC (DeGenna/Nocero)

Hatching Results, LLC will design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices.

Hatching Results, LLC will provide professional learning, consultation with district school counseling leadership, copies of Hatching Results for School Counseling materials, and School Counseling program handbook.

Term of the Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$90,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-22 with Hatching Results, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-22, Hatching Results, LLC \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-22

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June 2023 by and between the Oxnard School District (“District”) and Hatching Results, 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 **July 1, 2023 through June 30, 2024** (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 Ninety Thousand Dollars (\$90,000.00), and including mileage reimbursement, 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, with or without 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. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

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

_____ (Initials)

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

_____ (Initials)

14. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or

by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

21. **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.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: (805) 385.1501 x2161
Fax: (805) 385.1502

To Consultant: Hatching Results, LLC
2907 Shelter Island Dr., #150-287
San Diego, CA 92106
Attention: Terri Tchorzynski
Phone: (707) 497.4395
Email: office@hatchingresults.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.

23. **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.

24. **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.
25. **Administration. DR. JODI NOCERO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
26. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
27. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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:

HATCHING RESULTS, LLC:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #23-22

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/17/2022

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

PER ATTACHED PROPOSAL DATED 5/17/2022

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

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

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 #23-22

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

COMPENSATION

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

Total Compensation Not to Exceed \$90,000.00

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 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 \$90,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #23-22

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #23-22

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 #23-22

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

CONFLICT OF INTEREST CHECK

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

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HATCHING RESULTS, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

HATCHING RESULTS® PROPOSAL FOR SERVICES 2023-2024

OXNARD SCHOOL DISTRICT, CALIFORNIA



Prepared By: Whitney Triplett, Executive Director
February 7, 2023

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more **proactively and efficiently** through a **multi-tiered system of supports**
- Utilize more specific **data** to drive their program, curriculum, and interventions
- Build a **robust school counseling curriculum** that aligns with state and national standards and student competencies
- Experience greater **consistency and equity** in access between and among schools within the district in what students receive from the school counseling program
- Witness more **legitimacy** and understanding of the role of school counselors through the **evaluation of outcomes** and shared **school counseling program results**

Service Plan Proposal & Costs

This service proposal has been drafted to align to your desired objectives, recommendations for continuation, and budget parameters. It can be further customized to meet your needs and budget simply by increasing or decreasing the amount of professional learning and consultation provided or adding other services:

[2023 Overview of Services Guide](#) | [Online Courses](#) (NEW!) | [Antiracist Professional Learning](#) | [RAMP Support Services](#)

Based on approximately 25 school counselors and related specialists in attendance, the following pricing structure is unique to your district and the scope of work indicated and is inclusive of travel costs where applicable. Fees are related to the level and complexity of services provided by two Professional Learning Specialists, the number of participants, and the level of data analysis and reporting. **Pricing is subject to change; this proposal and pricing structure is valid until April 1, 2023.**

NOTE: *School administrators are strongly encouraged to participate.* We will collaborate with you to determine how best to include them in this service plan. When scheduling dates for service delivery, please plan for a full day wherever possible (for instance, if you begin the day with a 3 hour PD session, we recommend that you schedule a consultation in the afternoon so that your training team is available to you for the entire day).

PROPOSED SERVICE PLAN SY23-24

FULL ONSITE PROFESSIONAL LEARNING

Professional Learning (PL)	6 days of In-Person Professional Learning for school counselors, administrators, and other critical partners. Includes 2-3 professional learning specialists, an hour of pre-training consultation, “toolkit” slide presentations with ongoing access for all participants, “action period” extension activities, evaluation, and follow up reports.
Consultation & Coaching	8 hours of consultation with the district school counseling leadership team for strategic planning, thought partnership, coaching, feedback, and discussion of systems, artifacts, policies, and procedures. Provided onsite consecutive with onsite professional development days or virtually via Zoom.
Materials & Tools	25 copies of Hatching Tier Two and Three Interventions in Your Elementary School Counseling Program (2019) textbook for all participants and key district-level staff School Counseling Program Handbook (see table of contents) with support for co-constructed development
<p style="text-align: center;">Cost Per Academic Year: \$90,000</p>	

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your district. If you have questions on this proposal or wish to proceed with discussing a contract, contact Terri Tchorzynski, Senior Director, at your convenience at terri@hatchingresults.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-23, School Services of California (Mitchell)

School Services of California (SSC) represents school districts throughout the state of California with a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective. As a best practice in the state of California, these services are recommended in order to increase and improve staff efficiencies, and outcomes for students in the areas of: legislative, facilities, fiscal, educational services, human resources, and special education, and are recommended in order to provide guidance and advice to the Superintendent and Cabinet.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed \$31,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #23-23 with School Services of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-23, School Services of California \(3 pages\)](#)

Client: Oxnard School District
Client #: 17550/S70 & S15

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES
Fiscal Advice, Budget Support, and Legislative and Budget
Advocacy

This is an agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2023.

RECITALS

WHEREAS, the Client needs assistance regarding fiscal advice, budget and facilities support, educational program planning and implementation guidance related to legislative proposals and actions, and at certain times, advocacy on its behalf; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform services as described on behalf of the Client:
 - a. Represent the Client before the Governor's Office, Legislature, various state departments, the State Board of Education, the Department of Finance, the State Controller, and others as may be appropriate. Convey, orally and in writing, the perspective of the Client on potential legislation, as determined by the Client. Any advocacy will be in coordination with and in consideration of the California School Boards Association (CSBA) and California School Business Officials (CASBO) alignment.
 - b. Provide the Client with legislative bills and bill amendments for review, with particular emphasis on planning and implementation strategies.
 - c. Provide a report every month during the legislative session identifying the location and latest action on bills upon which the Client has taken an interest or which have implications for the Client.
 - d. Provide the Client with updates on the latest developments in Sacramento as they pertain to State Budget development and education legislation. These updates would come in the form of emails, telephone calls, the *Sacramento Update* (a weekly newsletter published by the Consultant), and briefings by the Consultant.
 - e. As requested, meet with the Client on a regular basis through the contract period to provide budget and legislative updates that will impact the Client and require planning and implementation strategies.
 - f. Stay in regular telephone contact with the Superintendent or his designee relative to issues affecting the Client, including analysis of specific revenue or expenditure issues, analysis of specific educational program legislative or regulatory issues, and a quick query service to provide a telephone response to specific fiscal and legislative questions of the Client.

Client: Oxnard School District

Client #: 17550/S70 & S15

P.O.# _____

2. The Consultant agrees to perform such duties relating to school finance, including:
 - a. Electronic delivery of *Fiscal Report* articles containing information on issues of school finance, budgets, top legislative issues, and practices that impact local educational agency fiscal policies, as well as the Special *Fiscal Report* with an analysis of the Governor's proposals for the State Budget and K-12 education
 - b. Provision of the option for the Client to receive information via the Consultant's Internet website regarding major school finance and policy issues
 - c. Provision of an analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress as part of the *Fiscal Report*
 - d. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
3. In consideration of the services described in Items 1 and 2 above, the Client agrees to pay the Consultant for services rendered under this Agreement. The fee is calculated as follows:
 - a. \$24,000.00 annually for Fiscal Advice, Budget Support, and Legislative and Budget Advocacy, payable at \$2,000.00 per month, plus expenses, during the term of this 12-month Agreement, upon billing from the Consultant. Expenses are not to exceed \$4,000.00 annually. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, lodging, meals, shipping, and duplication of materials.
 - b. \$4,500 annually for Fiscal Budget Services, as indicated in Item 2, upon billing from the Consultant.
4. This Agreement shall be for a period of 12 months, beginning July 1, 2023, and terminating June 30, 2024. It may be terminated by either party prior to June 30, 2024, on 30 days written notice. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
5. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

Client: Oxnard School District
Client #: 17550/S70 & S15

P.O.# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____
Lisa A. Franz
Director, Purchasing
Oxnard School District

Date: _____

By:  _____
Leilani Aguinaldo
Director, Governmental Relations
School Services of California Inc.

Date: 5-10-23

By:  _____
John D. Gray
President/CEO
School Services of California Inc.

Date: 5-10-23

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-24 – The California Education Partners (DeGenna)

The purpose of this agreement between The California Education Partners and Oxnard School District is to make college access a reality for all students. The ON Track Collaboration is a three-year commitment commencing in the Summer of 2023 and concluding in the Spring of 2026.

Term of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

\$90,000.00 per year for a three year total of \$270,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-24 with The California Education Partners.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-24, The California Education Partners \(3 Pages\)](#)



California Education Partners

One Lombard Street, Suite 305, San Francisco CA 94111

Contract for Services

On Track Collaboration

July 2023 - June 2026

Purpose of the Work: Making college access a reality for all students

Focus of the Work: With a specific focus on 7th and 8th grade students, this work is designed to:

- Mitigate the disruption that occurs for students as they transition from middle to high school
- Create processes to support A-G course placement and success for 8th grade students
- Introduce grading practices that create more equitable outcomes for all students
- Establish systemic interventions to help students stay on track for college success

Goal of the Work: At the conclusion of the three year collaboration, the district will have built the internal capacity, both human and systems, to support 7th grade students making an on grade level transition to 8th grade without D and F grades and 8th grade students in making a successful transition to high school A-G courses.

Approach to the Work: With many years of experience as educators ourselves, we know that when it comes to driving change in schools, those working within districts are the ones best positioned to forge lasting solutions. Shoulder to shoulder with your team, we walk through a change-making approach that surfaces the challenges you face, identifies their causes, and tries out new approaches. And we do this while ensuring you have partners who encourage, inform, and challenge you along the way.

Commitment: The On Track Collaboration is a three year commitment commencing in the Summer of 2023 and concluding in the Spring of 2026.

Fee Structure: The cost to the district is \$90,000 per year.

Payment: District can choose to be invoiced in one payment to cover the period of the agreement or in 3 installments. Installments will be billed on January 15th of the year preceding the work.

Included Services:

- Monthly customized coaching from a dedicated Ed Partners Program Manager in person or virtually based on the district preference
- Customized *District Capacity Review* with California Education Partners staff to determine district focal area
- District-specific system and data analysis following Capacity Review
- Access to California Education Partners' data visualization support including *Making the Grade* software
- Nine convenings (three per year) with other districts doing this work for the 8-10 person team
- Virtual Shared Learning Opportunities with Field Experts, including those from other districts
- The American School Counseling Association (ASCA) Districtwide Model Implementation Training (and supporting materials) for 4 counselors
- Six Superintendent Leadership and Collaboration Events (two per year) to support the coherence and scaling of the work
- All digital and physical resources and materials developed to support this work including the California Education Partners *Improvement Management System* database

Signature

Phil Halperin, Executive Director

California Education Partners

Date

Signature

Lisa A. Franz, Director, Purchasing
District Representative

Oxnard School District

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-25 – Tri-Signal Integration, Inc. (Mitchell/Miller)

Tri-Signal Integration, Inc. will provide Annual Fire Alarm System Test and Inspection services for Oxnard School District.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$69,465.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-25 with Tri-Signal Integration, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-25, Tri-Signal Integration, Inc. \(5 Pages\)](#)



TRI•SIGNAL
INTEGRATION, INC.

March 7, 2023

Dana Miller
Director of Facilities
Oxnard USD
1055 South C Street
Oxnard, CA 93030

RE: Services to be provided at the following locations: See page 4 & 5 for the list of locations

LIFE SAFETY SERVICE AGREEMENT

Tri-Signal Integration proposes to provide services listed below in accordance with provisions and terms and conditions on the attached pages:

FIRE ALARM SYSTEM SERVICE WILL INCLUDE:

Annual Fire Alarm System Test and Inspection: Tri-Signal factory trained technician will perform annual test and inspection of control panel equipment including all components, modules, power supplies and batteries; auxiliary/monitoring functions, functional test of audible and visual signaling devices; all initiating devices such as smoke/heat/duct/beam detectors, manual pull stations, water flow & tamper switches).

Special Note: Testing services will be conducted at State Prevailing Wage rates.

Customer representative will assist Tri-Signal to access to all areas of the facilities if necessary.

Tri-Signal will provide necessary equipment such as lifts or ladders if devices are out of reasonable reach.

DOCUMENTATION

Upon completion of each inspection and test, a signed Inspection and Test Report listing actual devices checked will be forwarded to Customer. Copies will be kept at the job site and at our office.

SERVICE NOT INCLUDED IN THIS PROPOSAL

This proposal does not include the cost of labor and parts needed to complete required repairs. The pricing also does not include any fees incurred for fire department witnessing or any additionally required permits. Any parts or labor needed to complete repairs can be provided to the customer at additional cost.



TRI•SIGNAL INTEGRATION, INC.

Page Two
Dana Miller, Director of Facilities, Oxnard USD
1055 South C Street, Oxnard, CA 93030

COST FOR FIRE ALARM SYSTEMS INSPECTION PROGRAM

ANNUAL INVESTMENT \$69,465.00 (Sixty-Nine Thousand Four Hundred Sixty-Five Dollars)

Special Note: Testing services will be conducted at State Prevailing Wage rates.

Contract Term: 7/1/2023 – 6/30/2024

The Charge for the services rendered hereunder will be billed annually, payable in full net 30 days after invoice.

Thank you for allowing Tri-Signal Integration, Inc. to provide you with this service. If you have any questions or concerns, please feel free to contact me at 661-476-4592.

Sincerely,

Lauren Hicks
Tri-Signal Integration, Inc.

PLEASE REMIT THIS AGREEMENT TO LHICKS@TRI-SIGNAL.COM UPON APPROVAL

To accept this proposal, please issue a Purchase Order and sign below as acceptance. If you do not issue Purchase Orders, please tell us how you would like us to reference our invoices to ensure prompt payment.

ACCEPTED BY:

Signature

Lisa A. Franz
Printed Name

Date

Director, Purchasing
Title

Purchase Order



ADDITIONAL TERMS AND CONDITIONS

SCOPE:

The services to be performed hereunder are solely the services set forth herein and in any attached Supplement(s), and Tri-Signal Integration, Inc. does not assume any responsibility for nor is it obligated to examine or comment upon any system design, installation or adequacy or overall system performance or to perform any services to any Equipment not specified in Schedule A.

ACCESS:

This Agreement is entered into on the basis that the above installations and the above Equipment can be visited by Tri-Signal Integration, Inc. Service Technicians and worked on without interference during normal working hours (or those hours called for under any Supplement(s) attached), and Customer hereby grants permission to Tri-Signal Integration, Inc. to enter upon the premises and perform the services agreed to herein. Where it is necessary to use ladders or to remove obstacles to facilitate the inspection of Equipment, the Customer will provide ladders and labor for removing such obstacles.

PARTS WARRANTY AND LIMITATION:

With regard to any Tri-Signal Integration, Inc. manufactured parts under furnished by Tri-Signal Integration, Inc. hereunder, Tri-Signal Integration, Inc. warrants all such parts against defects in material and workmanship for a period of one year from date of manufacture. Tri-Signal Integration, Inc. sole responsibility and Customer's exclusive remedy for breach of this Warranty is the repair or replacement of defective parts by Tri-Signal Integration, Inc. or the return of that portion of the purchase price represented by such defective or non-conforming parts, and in no case shall Tri Signal Integration, Inc. liability under any remedy prescribed by law exceed purchase price. CUSTOMER AGREES THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES AS TO QUALITY OR MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF SAID PARTS IN CONNECTION WITH THEIR FURNISHING OR USE OTHER THAN AS PROVIDED ABOVE. This warranty is void in case of parts abuse, abnormal usage, faulty installation or repair by unauthorized persons, connections to incompatible equipment, AND IN ANY EVENT TRI-SIGNAL INTEGRATION, INC. SHALL HAVE NO LIABILITY FOR INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, RESULTING FROM DEFECT IN ANY TRI- SIGNAL INTEGRATION, INC. PARTS OR OTHERWISE.

With regard to any parts manufactured by others furnished by Tri-Signal Integration, Inc. hereunder, Customer agrees that Tri-Signal Integration, Inc. makes no warranties or representations with respect thereto and Tri-Signal Integration, Inc. sole obligation with respect thereto shall be to pass through to the Customer such other manufacturer's warranty to the extent such warranty is then available and transferable. In furnishing such parts or passing through such warranty to Customer, Tri-Signal Integration, Inc. shall not be deemed to have made, adopted, or guaranteed such other manufacturer's warranty.

LIMITATIONS OF LIABILITY:

It is understood that Tri-Signal Integration, Inc. is not an insurer and that insurance may be obtained by Customer if any is desired by Customer and that the payments made hereunder to Tri-Signal Integration, Inc. are based solely on value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein. Tri-Signal Integration, Inc. makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences, or the consequences therefrom, which the services are intended to prevent. Accordingly, Customer agrees that Tri-Signal Integration, Inc. shall not be liable for any loss or damage, irrespective of origin, to person or to property, whether directly or indirectly caused by performance or non-performance of any obligations imposed by this agreement or by any negligent acts or omissions of Tri-Signal Integration, Inc., its agents or employees, unless such loss, damage, or personal injury arises solely, directly and proximately from the negligent performance of such services by Tri-Signal Integration, Inc. and in such event, it is expressly agreed that Tri-Signal Integration, Inc. liability shall be limited to the amount of annual charge for the services to be rendered hereunder. Customer may obtain an expansion of this limitation on liability, if desired, by payment, pursuant to written agreement, of an increased annual rate which shall be negotiated between the parties upon the request of the Customer in writing prior to the effective date or any renewal date of this agreement.

GENERAL:

Tri-Signal Integration, Inc. shall not be responsible for failure to render service hereunder due to unavailability of parts labor troubles, fire, flood, and other causes beyond its reasonable control. This agreement and any Supplement(s) attached constitute the entire agreement between Tri-Signal Integration, Inc. and the Customer and no representation, promise, or statement not expressed herein shall be binding on Tri-Signal Integration, Inc. The terms and conditions herein shall prevail notwithstanding any variance with other terms and conditions of any order submitted by Customer with respect to any services hereunder. The effective date of this Agreement shall be the date on which the Agreement is executed by Tri-Signal Integration, Inc.



OXNARD SCHOOL DISTRICT LIST OF LOCATIONS

1.) Norman R. Brekke School: \$1,606.00

1400 Martin Luther King JR Drive

2.) Cesar Chavez School: \$6,099.00

301 North Marquita Street

3.) Bernice Curren School: \$3,670.00

1101 North F Street

4.) Driffill School: \$4,072.00

910 South E Street

5. Elm Street School: \$2,900.00

450 East Elm Street

6.) Frank Academy: \$1,925.00

701 North Juanita Avenue

7.) Fremont Academy: \$2,306.00

1130 North M Street

8.) Harrington Elementary: \$2,525.00

2501 Gisler Avenue

9.) Dr. Manuel M Lopez Academy: \$2,457.00

647 West Hill Street

10.) Kamala School: \$4,050.00

634 West Kamala Street

11.) Lemonwood School: \$6,160.00

2200 Carnegie Street

12.) Marina West School: \$1,755.00

2501 Carob Street

\$72



Page Five

13.) Thurgood Marshall School: \$3,456.00
2900 Thurgood Marshall Drive

14.) Christa McAuliffe School: \$2,180.00
3300 West Marina Avenue

15.) Dennis McKinna School: \$2,968.00
1611 South J Street

16.) Enrollment Center: \$689.00
925 South A Street

17.) Ramona School: \$2,533.00
804 Cooper Road

18.) Emilie Ritche Elementary: \$900.00
2200 Cabrillo Way

19.) Rose Avenue School: \$2,235.00
220 South Driskill Street

20.) San Miguel School: \$4,652.00
2400 South J Street

21.) Sierra Linda School: \$2,222.00
2201 Jasmine Street

22.) Juan Soria Elementary: \$6,312.00
3101 Dunkirk Drive

23.) Transportation/Warehouse: \$913.00
514 & 516 West Wooley Road

24.) District Office: \$870.00
1051 South A Street

Annual Total: \$69,465.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-26 – 1st Maker Space, Inc. (DeGenna/Shea)

1st Maker Space, Inc. will provide professional development focused on hands-on, best practices in makerspace implementation for the Expanded Learning Program throughout the Oxnard School District. The professional development and training will include virtual support, and this program will be piloted at McAuliffe School during the 2023-2024 school year.

Term of the Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$13,215.98 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-26 with 1st Maker Space, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-26, 1st Maker Space, Inc. \(13 Pages\)](#)
[Estimates \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-26

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June 2023 by and between the Oxnard School District (“District”) and 1st Maker Space, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

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

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirteen Thousand Two Hundred Fifteen Dollars and Ninety-Eight Cents (\$13,215.98), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

9. **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.

10. **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.

11. **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.

12. **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.

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

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

_____ (Initials)

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

_____ (Initials)

14. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or

by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

21. **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.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501 x2324
Fax: (805) 385.1508

To Consultant: 1st Maker Space, Inc.
PO Box 29234
Indianapolis, IN 46229
Attention: Chad Hudson
Phone: (317) 399.5001
Email: accounting@1stmakerspace.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.

23. **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.

24. **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.
25. **Administration.** DR. GINGER SHEA 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.
26. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
27. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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:

1ST MAKER SPACE, INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #23-26

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-26

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/3/2023

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

PER ATTACHED PROPOSAL DATED 5/3/2023

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

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

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 #23-26

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-26

COMPENSATION

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

Total Compensation Not to Exceed \$13,215.98

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 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 \$13,215.98, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-26

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #23-26

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 #23-26

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-26

CONFLICT OF INTEREST CHECK

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

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **1st MAKER SPACE, INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

1st Maker Space, Inc.

PO Box 29234
Indianapolis, IN 46229
317-399-5001
accounting@1stmakerspace.com



Estimate

ADDRESS
Christa McAuliffe STEAM Academy
ATTN: B.Blevins, principal
3300 W. Via Marina Avenue
Oxnard, CA

SHIP TO
Christa McAuliffe STEAM Academy
ATTN: B.Blevins, principal
3300 W. Via Marina Avenue
Oxnard, CA

ESTIMATE 1397
DATE 05/03/2023
EXPIRATION 07/31/2023
DATE

PRODUCT OR SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Professional Development - Gold Package	Two full days of professional development on two consecutive calendar dates focused on hands-on, best practices in makerspace implementation for up to thirty participants. Also includes two full days of in-person PD at another date TBD within a 12 month timeframe. Includes two spots in the Maker Manager Program. Consumable materials included. Continual, individualized (virtual) support provided for one year presented by our Educational Services team.	1	10,999.00	10,999.00T
Maker Manager Program	FREE WITH GOLD PD PACKAGE! The Maker Manager Program is designed to give educators the support needed to build active maker communities that embrace the maker mindset. The Maker Manager Program supports educators through the process of developing, assessing, and sustaining a maker space through participation in a 6to9 month virtual course. Invent to Learn book, course materials, and personalized coaching is also included.	2	0.00	0.00T

MAKERSPACE PROFESSIONAL DEVELOPMENT
Contact Chad at 1st Maker Space with any questions or to place your order.
Email: chad@1stmakerspace.com
Phone: 317-399-5001 X 9

SUBTOTAL	10,999.00
TAX	1,017.41
TOTAL	\$12,016.41

1st Maker Space, Inc.

PO Box 29234
Indianapolis, IN 46229
317-399-5001
accounting@1stmakerspace.com



Estimate

ADDRESS
Christa McAuliffe STEAM Academy
ATTN: B.Blevins, principal
3300 W. Via Marina Avenue
Oxnard, CA

SHIP TO
Christa McAuliffe STEAM Academy
ATTN: B.Blevins, principal
3300 W. Via Marina Avenue
Oxnard, CA

ESTIMATE 1463
DATE 05/03/2023
EXPIRATION 07/31/2023
DATE

SALES REP
CH

PRODUCT OR SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
3D Printer Training Session	Includes a two-hour training session for up to ten people on basic use and operation of the 3D printer.	1	499.00	499.00T
Laser Cutter Training Session	Training session on how to use the laser cutter for up to ten users. Includes basic operation, safety, and maintenance. Approximately two hours in length.	1	599.00	599.00T

EQUIPMENT TRAINING SESSIONS
Contact Chad at 1st Maker Space with any questions or to place your order.
Email: chad@1stmakerspace.com
Phone: 317-399-5001 X 9

SUBTOTAL	1,098.00
TAX	101.57
TOTAL	\$1,199.57

Accepted By

Accepted Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-54 – CatapultK12/WeTip 2.0 (DeGenna/Nocero)

WeTip 2.0 provides fully anonymous reporting for students, parents, and school communities.

Reporting of bullying, harassment, vandalism, discrimination, and other concerns is available via phone or web 24 hours/day, 7 days/week. Reports will be directed to designated personnel and/or the proper authorities.

Term of the Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

None – Cost to be paid by VCSSFA JPA

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-54 with CatapultK12/WeTip 2.0.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-54, CatapultK12-WeTip 2.0 \(5 Pages\)](#)

Be part of the solution.

Fight Crime, Drugs, Bullying, and much more with WeTip 2.0



A Complete Toolkit For Anonymous Reporting

- ✔ Cloud Based Online Form Reporting
- ✔ Form Monitoring and Triage
- ✔ 24/7/365 National Reporting Telephone Hotline
- ✔ Integration with full Catapult EMS Suite

Prepared For:

Oxnard School District

Jodi Nocero

Powerful alone. Better together.

WeTip provides a complete anonymous reporting solution platform with all the tools and integrations you need to help fight crime, bullying and trafficking.



Cloud Based Online Form Reporting

WeTip 2.0 provides comprehensive and personalized reporting forms that are catered directly to your organizational needs. With the addition of Online Form Reporting, mitigate and deter crime at your organization while staying ahead of any instances that occur.



Form Monitoring and Triage

Provide a way for anyone to communicate information on crimes or incidences of any kind. Provide seamless website integration, custom forms, and reporting groups. Confidential text message reporting included.



24/7/365 National Reporting Telephone Hotline

WeTip 2.0 is proud to offer our long-standing, national hotlines for any incidents that occur inside or outside your organization. If any instance of crime, vandalism, harassment, discrimination, arson, etc. arises, trust WeTip 2.0 to direct your reports to the proper authorities.



Integration with Full Catapult EMS Suite

Seamless integration with the full Catapult Emergency Management System. Take Control of your organization's safety with Anonymous Reporting, Staff Panic Buttons, Emergency Notifications & Alerts, Emergency Management, and more!

WeTip Anonymous Reporting Solution Quote

Client: Oxnard School District	Date: 05 / 30 / 2023
Contact: Jodi Nocero	Phone: 805-385-1501
Address: 1051 South A Street, Oxnard, California, 93030	Email: jnocero@oxnardsd.org
Contact: Kristen Arnel	Contact Email: karnel@wetip.com

Annual Services to be Invoiced to VCSSFA JPA

Description	Quantity	Price	Subtotal
YEARLY SERVICE FEES			
WeTip Internet Form Reporting Cloud-based tip reporting and management system. Yearly service for 20- total sites and 15,000 total students for 12 months from July 1, 2023 - June 30, 2024	1	\$0.00	\$0.00
<input checked="" type="checkbox"/> WeTip 24/7/365 Form Monitoring & Triage Service Live call center operator processing your online tip submissions then taking follow up action that you define. All tips and operator actions recorded in CatapultEMS. Yearly service for 20- total sites and 15,000 total students for 12 months from July 1, 2023 - June 30, 2024	1	\$0.00	\$0.00

<p>WeTip Live 24/7/365 Phone Call Center</p> <p>Live call center operators taking your anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included are our nationwide hotline numbers, dedicated hotline number and WeTip website tip form submissions that generate over 25,000 tips per year!</p> <p>Yearly service for 20- total sites and 15,000 total students for 12 months from July 1, 2023 - June 30, 2024</p>	1	\$0.00	\$0.00
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Total **\$0.00**

Payment & Terms of Use

Terms: By signing below, Client approves the services in this quote and certifies that they understand and accept what work is to be performed. Service fees for the provided services are fully funded and invoiced to Ventura County Schools Self Funding Authority. The JPA is fully funding and providing the services for the LEA. The LEA will not be billed for the provided services. By signing this quote the client agrees to the Terms of Use on the [CatapultK12.com website](http://CatapultK12.com). By signing this quote the client agrees to the Terms of Use on the [WeTip.com website](http://WeTip.com). Once signed, please email, electronically sign or fax this quote to CatapultK12. By signing this quote, you are approving the services for the period **July 1, 2023 to June 30, 2024**

CUSTOMER	
_____	_____
Signature	Date
Lisa A. Franz	Director, Purchasing
_____	_____
Name	Title

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 07, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-59 – School Services of California (Aguilera-Fort)

School Services of California will conduct an analysis of the operational structure of the Special Education department and its alignment with the organization.

Term of Agreement: June 8, 2023 through October 31, 2023

FISCAL IMPACT:

\$60,700.00 plus expenses – General Fund

RECOMMENDATION:

It is recommended by the Superintendent that the Board of Trustees approve Agreement #23-59 with School Services of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-59, School Services of California \(8 Pages\)](#)

May 25, 2023

121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

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

Dear Dr. Aguilera-Fort:

Thank you for your interest in having School Services of California Inc. (SSC) conduct a Special Education Study for the Oxnard School District (District). Our goal for such studies is to assist the District in identifying changes that will improve the quality and cost-effectiveness of the programs and services provided to students with disabilities (SWDs).

We offer the District an experienced team with a track record of successfully supporting districts throughout California. Our expertise in special education includes an understanding of the fiscal requirements as well as the operational laws and program objectives.

Following is a description of how we plan to approach this proposed study.

Study Scope and Methodology

This study will provide the District with a phased approach to identifying areas of significant concern related to special education revenues and expenditures, programs, organizational effectiveness, the incidence of disabilities and pre-referral interventions, student outcomes, department and program staffing, and compliance.

Phase One—Data Review and Analysis

We will request that the District provide SSC with data related, but not limited to, the following:

- Detailed revenue, expenditure, and budget data, including transportation
- SEMA, SEMB, and subsequent-year tracking forms
- Organizational charts, a continuum of placement options, and service delivery data
- Program policies and procedures

- Program and administrative staffing data for the last five years
- State-certified data regarding student disability and eligibility
- Student performance data from District and state-certified sources
- Nonpublic schools and regional program utilization
- Multi-Tiered System of Support data, including prereferral and general education early interventions, progress monitoring, and alignment of services information
- Compliance data, including an Individualized Education Program file review, review of state-certified and special education data system information, and review of compliance monitoring plans, if any
- Pending or complete compliance complaints, due process filings, settlement agreements, and litigation filings and cost data

SSC consultants will review and analyze state-certified data, staffing data from a group of comparative districts, as well as data provided by the District, to identify areas of significant concern. In collaboration with the District, up to five areas of concern will be identified and explored during Phase Two of the study.

Phase Two—Identification of Root Causes and Recommendations

Based on the areas of concern illuminated during Phase One, we will interview key District staff, including Cabinet members and fiscal and program staff. Based on the identified areas of concern, we may also interview site administrators, special education and general education teachers, instructional aides, and specialized program staff. We will work with the District to schedule visits to elementary and secondary school sites or specific program placements as needed.

The approach we have outlined is designed to provide the District with an in-depth analysis of the areas of greatest concern and provide recommendations that will address underlying causes and that, if implemented with fidelity, will build the capacity of the District to provide high-quality complaint programs, support improved outcomes for SWDs, and that maximizes available resources. A formal report will be provided to the District and will include a summary of the data used to identify the significant areas of concern, our in-depth analysis related to underlying causes, and recommendations for change.

Final Presentation

The results of any consulting study must be a working tool for the agencies we serve. To facilitate putting the recommendations into action, we recommend a virtual meeting with SSC staff and the Superintendent to discuss the results and recommended courses of action. Following the delivery of the final report, members of our team will also be available to present findings and recommendations at one meeting, either a Governing Board meeting, a study session, or any other meeting specified by the District.

Implementation Support

Following the delivery of the final report, members of our team will also be available to engage in an interactive two-hour training session to discuss the findings and recommendations with special education leadership and staff and other District leadership, as appropriate. The session will focus on the review of the report, execution of the implementation plan, determination of resources required to implement recommended changes, and accountability structures. Training objectives will be established with the Superintendent prior to the training session.

Our team will also be available as a resource for consultation as the District team implements the report recommendations on an hourly basis. The scope of any additional work related to the implementation of the report will be decided upon mutual agreement between SSC and the District.

About SSC Staff

Staff for this project will include two to three consultants from SSC. Each portion of the project will be led by a member of our firm with special expertise in the assigned area:

Brianna García, Vice President, has worked with school districts to strengthen their organizations by conducting organizational reviews, comparative analyses of school district resources and staffing, facilities reviews, and charter petition reviews. She has provided guidance to and completed studies for school districts looking to reorganize and those seeking to consolidate or surplus school sites through the 7–11 process. Brianna has extensive experience related to planning and development of public school facilities, including charter schools and Proposition 39 (2000). She has more than 15 years of professional experience in public K–12 education, has worked as a Facilities Development Manager for the Los Angeles Unified School District, and has completed the University of Southern California Rossier School of Education School Business Management Program earning designation as a certified Chief Business Official. Brianna graduated from the University of Southern California with a Bachelor of Architecture, a Master of Planning, and a Master of Real Estate Development.

Dave Heckler, Director, Technology and Governmental Relations, provides clients with valuable information on what is happening in the State Capitol regarding legislative and State Budget matters. Dave also shares his expertise in education funding as a consultant to several statewide education coalitions, providing detailed revenue analyses and funding projections for special education. Prior to joining SSC, Dave served in the legislative and constituent affairs office for the Secretary of State and represented the Secretary before policy committees. In addition, while working in the Legislature, one of Dave’s major accomplishments was successfully working out various changes to the 2005 federal special education conformity bill (Assembly Bill 1662 [Chapter 653/2005]). Dave is a graduate of California’s public school system and received his Bachelor of Arts degree from San Jose State University.

Linette Hodson, Director, Management Consulting Services, has 32 years of experience in public education, including 18 years at an executive cabinet level. In each and every role, her focus has always been to improve educational outcomes for students. She has spent the past decade in a Chief Business Official (CBO) role; and as CBO, she had direct oversight of the human resources department, including serving as the lead negotiator for more than 15 years. Linette also spent more than 10 years as an Assistant Superintendent of Student Services/Special Education. Her career path includes being an elementary school teacher, curriculum resource teacher, and site administrator. Linette has extensive training and experience in collaboration and leadership building strategies, including: alternative dispute resolution, administrator coaching, facilitation, interest-based bargaining, and implementation strategies. Linette received a Bachelor of Arts degree in Elementary Education from Central College in Pella, Iowa, and a master’s degree in Education Administration from California State University, Bakersfield.

Wendi McCaskill, Director, Management Consulting Services, has two decades of broad experience in K-12 education finance and fiscal policy. Wendi is an expert in the attendance accounting and instructional time requirements of local educational agencies (LEAs), which play a critical role in independent study as well as the Local Control Funding Formula, other apportionments for LEAs, and the impacts of emergencies such as fires, floods, and the pandemic on LEA budgets. Immediately prior to joining School Services of California Inc. (SSC), she served as the Associate Director of the School Fiscal Services Division at the California Department of Education (CDE) where she oversaw the apportionment of over \$50 billion to LEAs through the Principal Apportionment and the CDE’s guidance on attendance accounting and instructional time. Wendi holds a Bachelor of Arts and a Master of Arts in Political Science, both from San Francisco State University.

Anjanette Pelletier, Director, Management Consulting Services, brings 25 years of special education experience to School Services of California Inc. (SSC), including program development, professional learning networks, Alternative Dispute Resolution training, and expertise in special

education legislation and fiscal policy. She has advanced training in dispute prevention, resolution techniques, and facilitation strategies, and uses these skills to lead professional learning and improvement teams. Anjanette is a Licensed Educational Psychologist and has supported local educational agencies (LEAs) in roles from school psychologist to Associate Superintendent for the San Mateo County Special Education Local Plan Area (SELPA). She obtained a Bachelor of Science in Psychology from the University of California, Berkeley, and a Master of Science in Clinical Child and School Psychology from the California State University, Hayward.

Charlene Quilao, Assistant Director, Management Consulting Services, brings over a decade of experience to School Services of California Inc. (SSC), providing extensive technical and professional services to local school agencies and community colleges to help them implement and maintain effective and efficient operations. As an integral member of SSC’s Management Consulting Services team, Charlene prepares research and data analysis in order to conduct organizational reviews, efficiency studies, comparative analyses of school district resources and staffing, special education studies, total compensation studies, statewide workshops, informative publications, and other client services. Charlene received her bachelor’s degree from San Francisco State University, focusing on social sciences and research and is an American Bar Association Certified Paralegal.

Suzanne Speck, Executive Vice President, provides support to school districts, county offices of education, and community college districts in governance, management, collective bargaining, employer-employee relations, human resources, special education, and general consulting. Before joining School Services California Inc. (SSC) in 2009, Suzanne served school districts in California for more than 20 years as a special education teacher, principal, and assistant superintendent of human resources. She brings a wealth of experience in the area of employment, personnel management, strategic planning, and organizational development. She served on the Fiscal Crisis and Management Assistance Team for human resources in South Monterey Joint Union High School District, Compton Community College District, and Inglewood Unified School District. Suzanne has received advanced training in mediation and facilitation strategies and also has extensive experience leading large and small groups on various topics, including strategic planning, special education allocation plan development, budget advisory committees, and health benefit committees. As a seasoned and skillful facilitator, she is often asked to lead governance teams in the evaluation of superintendents, to mediate conflicts between individual employees and/or groups of employees, and to assist local educational agencies in building more collaborative labor relations.

Anticipated Timelines

The study will commence at an agreed-upon date after the approval and return of the signed contract to SSC. The timeline for analysis for Phase One is expected to take up to six weeks—with

the timeline commencing once all requested data is received from the District and the comparative districts. Once Phase One has been completed and a conference call has been scheduled to review the results and identify the areas of concern for in-depth analysis, the defined scope for Part 2 can be discussed and agreed upon. Phase Two fieldwork and analysis is expected to take up to four weeks. The draft report is expected to be completed within six to eight weeks after completion of Phase Two and all requested documentation from the District and comparative districts has been received (if applicable). The final report will be completed on a mutually agreed-upon schedule.

Note that the timeline is dependent upon receiving the requested documentation from the District in advance of the scheduled work phase. Should the data not be received by the date requested, this timeline may be modified accordingly.

Project Fees

We propose conducting the project for \$60,700, plus expenses, relative to completion of the project. Expenses are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

If additional meetings or presentations are required that are not described in this proposal (for example, additional days of follow-up or an additional board presentation), a charge of \$325 per hour, per consultant will be billed in addition to actual and reasonable expenses. We will submit monthly billings for services associated with the project.

After reviewing the proposal, if you decide that the proposed scope should be expanded or contracted, we would be happy to make modifications and provide a revised estimated fee. If the proposal meets your approval, please let us know, and we will send you the finalized proposal and Agreement for Special Services via DocuSign for signature. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our firm and would be pleased to discuss our proposed Special Education Study at more length. Please call if you have any questions about the proposal.

Sincerely,



Kathleen Spencer
Vice President

Enclosure

AGREEMENT FOR SPECIAL SERVICES

Special Education Study

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of May 25, 2023.

RECITALS

WHEREAS, the Client needs assistance regarding a Special Education Study; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client by providing a Special Education Study.
2. The Client agrees to pay the Consultant the amount of \$60,700, plus expenses, upon receipt of billing from the Consultant.
 - a. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
 - b. If additional meetings or presentations are required that are not described in our proposal (for example, additional days of follow-up or an additional board presentation), a charge of \$325 per hour, per consultant will be billed in addition to actual and reasonable expenses.
3. This Agreement shall be for the period commencing May 25, 2023, and terminating February 29, 2024. It may be terminated at any time prior to February 29, 2024, by either party on 30 days’ written notice. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By:

Lisa A. Franz
Director, Purchasing
Oxnard School District

Date: _____

By:

Kathleen Spencer
Vice President
School Services of California Inc.

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-115 with Auditory Processing Center of Pasadena, in the amount of \$5,000.00, to provide training on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2022-2023 academic year.

At the Board Meeting of April 19, 2023, the Board of Trustees ratified Amendment #1, in the amount of \$5,000.00, to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$10,000.00.

Amendment #2, in the amount of \$2,000.00 is needed to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$12,000.00.

FISCAL IMPACT:

Not to exceed \$2,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-115 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

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

[Amendment #1 \(1 Page\)](#)

[Agreement #22-115, Auditory Processing Center of Pasadena \(15 Pages\)](#)

**Amendment #2 to Agreement #22-115 with
Auditory Processing Center of Pasadena
June 7, 2023**

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-115 with Auditory Processing Center of Pasadena, in the amount of \$5,000.00, to provide training on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2022-2023 academic year.

At the Board Meeting of April 19, 2023, the Board of Trustees ratified Amendment #1, in the amount of \$5,000.00, to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$10,000.00.

Amendment #2, in the amount of \$2,000.00 is needed to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$12,000.00.

Auditory Processing Center:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

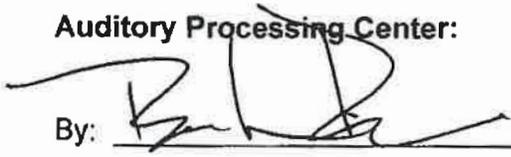
Date: _____

**Amendment #1 to Agreement #22-115 with
Auditory Processing Center of Pasadena
April 19, 2023**

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-115 with Auditory Processing Center of Pasadena, in the amount of \$3,000.00, to provide training on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2022-2023 academic year.

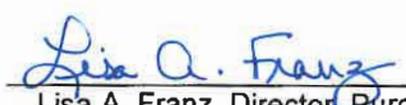
Amendment #1 in the amount of \$5,000.00 is needed to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$8,000.00.

Auditory Processing Center:

By:  _____

Date: 4-4-23

Oxnard School District:

By:  _____
Lisa A. Franz, Director, Purchasing

Date: 4-25-2023

OXNARD SCHOOL DISTRICT

Agreement #22-115

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of August 2022 by and between the Oxnard School District (“District”) and Auditory Processing Center of Pasadena (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 25, 2022 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.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

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

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

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

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

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

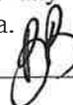
 (Initials)

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

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

 (Initials)

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

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

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

To Consultant: Auditory Processing Center of Pasadena
28720 Roadside Drive, #335
Agoura Hills, CA 91301
Attention: Dr. Beatrice Braun
Phone: 626.793.8711
Email: apcpasadena@gmail.com

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

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

AUDITORY PROCESSING CENTER OF PASADENA:

Lisa A. Franz
Signature

Beatrice Braun
Signature

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

Beatrice Braun/Owner
Typed Name/Title *Audiologist*

8-25-2022
Date

8-12-22
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 20-5906695

Not Project Related

Project #21-51

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-115

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEETS**

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

***PER ATTACHED PROPOSAL/RATE SHEETS**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

Not Project Related

Project #21-51

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-115

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

Not Project Related

Project #21-51

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-115

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000
Nurses, Therapists~~

~~Architects \$1,000,000 or \$2,000,000~~

~~Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #21-51

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #21-51

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-115

CONFLICT OF INTEREST CHECK

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

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 8-25-2022

By: 
Lisa A. Franz
Director, Purchasing



**AUDITORY PROCESSING CENTER
(WOODLAND HILLS-PASADENA-SANTA BARBARA)**

Bea Braun, Au.D., F-AAA
Educational Audiologist

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

28720 Roadside Dr., Suite 335
Agoura Hills, CA 91301
www.auditoryprocessingctr.com

4-21-22

The following are my rates for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2500.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. I do not provide a classroom observation.

IEP Attendance – attend via phone/online \$300 flat fee for any part of the first hour. If I'm required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. I require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in my office. I do not provide transportation. The parent brings the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist
AU-1469



**AUDITORY PROCESSING CENTER
(WOODLAND HILLS-PASADENA-SANTA BARBARA)**

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Santa Barbara, CA 93101
(626)793-8711

28720 Roadside Dr., Suite 335
Agoura Hills, CA 91301
www.auditoryprocessingctr.com

7-1-22

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$795.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, and being available for questions via email or phone for the duration of the program.

\$1000 – retest after completion of the program in the areas of demonstrated difficulty.
Includes a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training and monitoring yourself. I then charge \$1000 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone/online for the following: \$300 flat fee for any part of the first hour. If I'm required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. I require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in my office. I do not provide transportation. The parent brings the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-243 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

JM111710 \$16,344.25

LJ071616 \$12,117.75

MA102113 \$15,943.00

FISCAL IMPACT:

\$44,405.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-243 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #22-243, Ventura County Office of Education \(3 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 2, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JM111710

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **4/2/2023** (IEP date~3/22/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2022-2023	UPCOMING: 2023-2024
	4/2/2023-6/16/2023 (ESY: 6/19/2023-6/30/2023)	(ESY: 7/1/2023-7/15/2023) 8/17/2023-3/22/2024
ESTIMATED COSTS:	\$ 16,344.25	\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **16,344.25**



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 8, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

MA102113

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **4/8/2023 (IEP date~3/16/2023)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u>	UPCOMING: <u>2023-2024</u>
	4/8/2023-6/9/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/7/2023) 8/16/2023-3/16/2024
ESTIMATED COSTS:	\$ <u>15,943.00</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 15,943.00



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 27, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

LJ071616

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **4/27/2023** (IEP date~4/20/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2022-2023	UPCOMING: 2023-2024
	4/27/2023-6/7/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/7/2023) 8/16/2023-4/20/2024)
ESTIMATED COSTS:	\$ 12,117.75	+ \$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 12,117.75

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Presentation of Project Concept and Construction Documents for Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities and Approval of Construction Documents to be Submitted to Division of State Architect (Mitchell/Miller/CFW)

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.

Acting on behalf of the Board of Trustees and in their role as the Architect of Record (AOR) for the Driffill Elementary School New Transitional Kindergarten Facilities the AOR has developed plans and a presentation. The AOR (Flewelling & Moody) in coordination with Caldwell Flores Winters, Inc., will be presenting construction plans for acceptance and submission of plans to the Department of State Architect for review and approval.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees accept construction plans for the Driffill Elementary School New Transitional Kindergarten Facilities Project for submission to the Division of State Architect for review and approval.

ADDITIONAL MATERIALS:

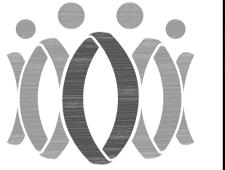
Attached: [Flewelling & Moody: Construction Document Design \(24 pages\)](#)
[Driffill Project Drawing \(1 page\)](#)
[Powerpoint presentation \(14 pages\)](#)

OXNARD SCHOOL DISTRICT DRIFFILL ELEMENTARY SCHOOL PK / K / TK MODULAR BUILDINGS

910 SOUTH A STREET, OXNARD, CA 93030

AGENCY

PTN_00000-00 APPL_00-00000



FLEWELLING & MOODY
architecture planning interiors

HEADQUARTERS OFFICE:
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041
Phone: 323.543.8300
E-Mail: fm-pasadena@flewellling-moody.com

ANTELOPE VALLEY OFFICE:
1055 West Lancaster Boulevard
Lancaster, California 93534
Phone: 661.949.0771
E-Mail: fm-lancaster@flewellling-moody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT

Drawn by

Checked by

Revisions

No. Date Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewellling & Moody.

OXNARD SCHOOL DISTRICT

DRIFFILL ELEMENTARY SCHOOL
PK / K / TK MODULAR BUILDINGS
910 SOUTH "E" STREET
OXNARD, CA 93030

TITLE SHEET

Job No.

3057 0000

Date

04-07-2023

T0.01

GENERAL NOTES

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES, ELEVATIONS, DIMENSIONS, AND CONDITIONS OF INSTALLATION PRIOR TO PROVIDING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
- GENERAL CONTRACTOR SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
- THE ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT AND/OR STRUCTURAL ENGINEER.
- ALL WORK SHALL CONFORM TO THE "APPLICABLE CODES" AS LISTED HEREON.
- CONTRACTOR SHALL REMOVE FROM SITE AND DISPOSE OF IN A LEGAL MANNER ALL EXCESS DIRT / SOIL AND DEBRIS RESULTING OF THE CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
- CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUBLIC RIGHT-OF-WAY AND/OR EASEMENT. FEES FOR REQUIRED PERMITS SHALL BE PAID FOR DIRECTLY BY CONTRACTOR AND SHALL BE REIMBURSED BY THE DISTRICT 1:1.
- PROPERLY REMOVE ALL DEMOLISHED ITEMS AND MATERIALS FROM THE SITE AND DISPOSE OF ALL IN A LEGAL MANNER.
- REPAIR OR REPLACE EXISTING WALKS, UTILITY LINES, LANDSCAPING, ETC. THAT ARE DAMAGED DURING CONSTRUCTION. PROTECT ALL EXISTING CONSTRUCTION DESIGNATED TO REMAIN.
- CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR A CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT AS REQUIRED BY SECTION 4-338 PART 1, TITLE 24, C.C.R.
- A DSA CERTIFIED CLASS 2 PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN THE SECTION 4-342 PART 1, TITLE 24, C.C.R.
- A DSA APPROVED TESTING LABORATORY DIRECTLY EMPLOYED AND PAID FOR BY THE DISTRICT SHALL CONDUCT ALL REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
- CONTRACTOR SHALL NOTIFY DISTRICT AND ARCHITECT IN WRITING UPON COMPLETION OF SITE PREPARATION.
- PATCH AND REPAIR ALL SURFACES AFFECTED BY CONTRACT WORK AND BY SELECTIVE DEMOLITION TO A "LIKE NEW" CONDITION OR TO MATCH EXISTING ADJACENT FINISHES.
- FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDANCE WITH 2019 CFC CHAPTER 7, 11 AND 33.
- ALL CONTRACTORS ARE ADVISED THAT CERTAIN PORTIONS OF THE WORK MAY NOT BE EASY AND MAY EXCEED THE ASSUMED STANDARD OF THE INDUSTRY, INCLUDING MEANS AND METHOD, OPERATIONAL STAGING, SCHEDULING AND COORDINATION OF WORK, AS WELL AS THE TIME AND DURATION OF ACTIVITIES NECESSARY TO SATISFACTORILY COMPLETE THE PROJECT IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS AND OPERATIONAL SUPPORT NECESSARY TO COMPLETE THE PROJECT AS REQUIRED UNDER THIS CONTRACT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WATER NECESSARY FOR CONSTRUCTION. WATER CAN BE MADE AVAILABLE ON-SITE VIA EXISTING HYDRANT, AND SHALL BE PROPERLY METERED THROUGH LOCAL WATER AGENCY.
- CONTRACTOR MAY ONLY STAGE AND PERFORM WORK IN AREAS SPECIFICALLY IDENTIFIED FOR THIS CONTRACT. ALL WORK REQUIRED TO BE PERFORMED OUTSIDE OF THE DESIGNATED AREAS SHALL REQUIRE MONITORING BY ASSIGNED DISTRICT STAFF OR SHALL BE PERFORMED DURING NON-SCHOOL HOURS. ALL REQUESTS FOR MONITORED WORK SHALL BE MADE IN WRITING 48 HOURS IN ADVANCE BY GENERAL CONTRACTOR AND SCHEDULING SHALL BE SUBJECT TO APPROVAL BY DISTRICT.
- CONSTRUCTION AREA OVERLAPS ACTIVE SERVICE AREAS NECESSARY FOR THE NORMAL DAILY OPERATION OF THE SCHOOL. CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND ALLOW ACCESS ON-SITE FOR EMERGENCY VEHICLES, TRASH COLLECTION, LANDSCAPE, GENERAL SCHOOL MAINTENANCE AND FOOD SERVICE DELIVERY. CONTRACTOR SHALL COORDINATE CLOSELY WITH DISTRICT FOR ALL NECESSARY ACCESS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN FOR THE DURATION OF THE CONTRACT OPAQUE VINYL SCREENS (TARP OR SIMILAR) PROPERLY SECURED TO ALL TEMPORARY CONSTRUCTION FENCING AND GATES AS WELL AS ALL EXISTING FENCING THAT DEFINES A PERIMETER OF ANY DESIGNATED CONSTRUCTION AREA. SCREENING SHALL BE MINIMUM 6'-0" HIGH AND SHALL BE BLACK, GREEN OR TAN IN COLOR.
- DUE TO THE ON-GOING OPERATION OF THE ACTIVE SCHOOL SITE DURING CONSTRUCTION, AS WELL AS THE UNIQUE CONSTRAINTS OF THE CONSTRUCTION AREA, CONTRACTOR SHALL BE AWARE THAT THE VEHICULAR DRIVES, ACCESS LANES AND PARKING SHALL BE SHARED AND SHALL NOT SCHEDULE ANY DELIVERIES AS WELL AS SUSPEND CONSTRUCTION TRAFFIC ENTERING AND EXISTING PREMISES DURING THE PERIODS REQUIRED FOR STUDENT DROP-OFF AND PICK-UP. CONTRACTOR SHALL COORDINATE WITH DISTRICT FOR ALL TIME OFF OPERATION FOR THE SITE.
- FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRICT COMPLIANCE WITH LOCAL AGENCY HAVING JURISDICTION FOR ALL FUGITIVE DUST AND SHALL BE RESPONSIBLE FOR ALL PENALTIES, FINES, ETC. IF THE PROJECT SHOULD BE CITED FOR VIOLATIONS.
- DUE TO THE SITE CONSTRAINTS OF THE ACTIVE SCHOOL SITE, THE CONTRACTOR MAY BE REQUIRED TO STAGE IN VARIOUS AVAILABLE AREAS ON SITE AND MAY BE REQUIRED TO MOVE OR RELOCATE STAGING DURING THE COURSE OF CONSTRUCTION IN ORDER TO ACCOMMODATE CONSTRUCTION AND SCHEDULE. CONTRACTOR SHALL FACTOR IN ALL NECESSARY MEASURES TO ACCOMMODATE THE TIMELY COMPLETION OF THIS CONTRACT.
- CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICE TO ACTIVE SCHOOL SITE WITHOUT EXPRESSED PERMISSION AND PRIOR SCHEDULING WITH DISTRICT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CONTRACTOR SUBMITTALS OF DOCUMENTS TO THE DSA BOX.
- CONTRACTOR MAY UTILIZE EXISTING ELECTRICAL SERVICE IN YARD FOR TEMPORARY POWER. ALL TEMPORARY POWER INSTALLATION SHALL ADHERE TO APPLICABLE CODES.
- WHENEVER DSA FINDS ANY CONSTRUCTION WORK IS BEING PERFORMED IN A MANNER CONTRARY TO THE PROVISIONS OF CALIFORNIA BUILDING CODE AND THAT WOULD COMPROMISE THE STRUCTURAL INTEGRITY OF THE BUILDING, THE DEPARTMENT OF GENERAL SERVICES, STATE OF CALIFORNIA, IS AUTHORIZED TO ISSUE A STOP WORK ORDER PER SECTION 4-334 CALIFORNIA ADMINISTRATIVE CODE (PART 1, TITLE 24, C.C.R.).
- GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
- TITLE 24, PARTS 1-5 AND 9 MUST BE KEPT ON SITE DURING CONSTRUCTION.
- SUBMIT RFPs TO DESIGN TEAM IN CASE OF INCONSISTENCIES BETWEEN APPROVED DRAWINGS AND APPROVED SPECIFICATIONS IN THE DESCRIPTIONS OF WORK TO BE DONE. EQUIPMENT TO BE PROVIDED OR MATERIAL TO BE USED, IT SHALL BE THAT THE MORE STRINGENT, THE MORE RESTRICTIVE, THE HIGHER QUALITY, AND THE GREATER QUANTITY OF WORK SHALL APPLY. SUBMIT REVISED DRAWINGS OR SPECIFICATIONS AS RESULT OF SUCH RFPs TO DSA VIA CCDs IF REQUIRED BY IR A-6.
- ALL STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING MATERIALS INSTALLATION TO COMPLY WITH APPLICABLE CODES, STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.
- THE PROJECT INSPECTION (PI) SHALL WITNESS AND VERIFY DURING.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT BEFORE PROCEEDING WITH THE WORK. REFERENCE: SECTION 4-317 (C), CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24, C.C.R.)

APPLICABLE CODES

- PART 1 2022 CALIFORNIA ADMINISTRATIVE CODE, TITLE 24 C.C.R.
PART 2 2022 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R.
(2021 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH CALIFORNIA AMENDMENTS)
PART 3 2022 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R.
(2020 NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA)
PART 4 2022 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R.
(2021 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)
PART 5 2022 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R.
(2021 UNIFORM PLUMBING CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)
PART 6 2022 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R.
PART 9 2022 CALIFORNIA FIRE CODE, TITLE 24 C.C.R.
(2021 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL)
PART 10 2022 CALIFORNIA EXISTING BUILDINGS CODE, TITLE 24 C.C.R.
(2021 INTERNATIONAL EXISTING BUILDINGS CODE OF THE INTERNATIONAL CODE COUNCIL, WITH AMENDMENTS)
PART 11 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), TITLE 24 C.C.R.
PART 12 2022 CALIFORNIA REFERENCED STANDARDS CODE, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

ABBREVIATIONS

ABV	above	L	length	OPG	opening
ACC	access	LGT	light	OPP	opposite
ADJ	adjacent	LTL	lintel	OD	outside diameter
AFD	automatic	LL	live load	OVHD	overhead
AGG	aggregate	LVR	louver	PKL	panel
AC	air conditioning	MB	machine bolt	PMIT	pavement
ALT	alternate	MFR	manufacturer	PLAS	plaster
ALUM	aluminum	MO	masonry opening	PLAM	plastic laminate
AB	anchor bolt	DET(DTL)	detail	PL	plate
AC	asphalt concrete	DIAG	diagonal	PLYWD	plywood
AUTO	automatic	DIA	diameter	PT	point
BEL	below	DIM	dimension	PVC	poly(vinyl) chloride
BET	between	DS	downspout	PSF	pounds per square foot
BG	below grade	DWG	drawing	PSI	pounds per square inch
BLKG	blocking	DF	drinking fountain	PL	property line
BD	board	E	east	R	radius
BOT	bottom	ELEC	electrical	REFL	reflect(ed), (ive), (or)
BLDG	building	EWC	electric water cooler	REG	register
CAB	cabinet	EL	elevation	RCP	reinforced conc.
CATV	cable television	EQ	equal	RA	return air
CB	catch basin	EXH	exhaust	REV	revision, revised
CC	concrete	EXIST. (E)	existing	RH	right hand
CLG	ceiling	EB	expansion joint	RD	roof drain
CHBD	chickboard	EXP	exposed	RM	room
CLR	clear	EXT	exterior	RO	rough opening
COL	column	FOC	face of concrete	RT	quarry tile
COMP	composition	FOM	face of masonry	S	schedule
CCNC	(concrete)	FOS	face of stud	SCHED	schedule
CMU	concrete masonry unit	FF	factory finish	SI	similar
CONN	connection	FIN	finish(ed)	SC	solid core
CONSTR	construction	FFE	finished floor	S	typical
CONT	continuous	FA	elevation	SPK	speaker
CONTR	contractor	FE	fire extinguisher	SPEC	specification
CUST	custodian	FEC	fire extinguisher cabinet	SQ	square
CF	curb face	FHMS	flathead	SS	stainless steel
CT	ceramic tile	FHWS	flathead machine screw	STD	standard
DL	dead load	FLR	floor	STA	station
DEMO	demolish (demolition)	FLR	floor	STL	steel
FUT	future	FOO	floor cleanout	STO	storage
GA	gauge	FD	floor drain	SD	storm drain
GALV	galvanized	FL	flow line	STRUCT	structural
GC	general contractor	FLUOR	fluorescent	SUSP	suspended
GI	galvanized iron	FTG	footing	TKBD	teakboard
GV	gate valve	FND	foundation	TEL	telephone
GL	glass glazing	FR	frame(s), (ing)	TV	television
GLB	glue lam beam	FRT	furnish(ed) by others	THK	thickness
GYPBD	gypsum board	FBO	furnish(ed) by others	T&G	tongue & groove
HDWE	hardware	MTL	material	TOW	top of wall
HDWD	hardwood	MAX	maximum	TYP	typical unless noted
HDR	header	MECH	mechanical	U.O.	otherwise
HVAC	heating/ventilating/air conditioning	MED	medium	UR	urnal
HGT	height	MET	metal	VERT	vertical
HC	hollow core	MIN	minimum	VCT	vinyl comp tile
HM	hollow metal	MISC	miscellaneous	WC	water closet
HP	horsepower	MOD	modular	WP	water proofing
HORZ	horizontal	MULL	mullion	WR	water repellent
HS	hose bibb	NAT	natural	WWF	welded wire fabric
INCL	include(s), (ing)	NR	noise reduction	W	west
ID	inside diameter	NRC	noise reduction coefficient	WH	water heater
INSUL	insulate(s), (ion)	NOM	nominal	WIND	window
INT	interior	N	north	WG	wire glass
JT	joint	(N)	not in contract	W	with
KO	knockout	NIC	not in contract	W/O	without
LAB	laboratory	NTS	not to scale	WI	wrought iron
LB	lag bolt	OC	on center		
LAM	laminated	OFCI	owner furnished, contractor installed		
LAV	lavatory	OFOI	owner furnished, owner installed		
LH	left hand				

SCOPE OF WORK

THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:
1. NEW CONSTRUCTION OF (5) 72'-0" x 40'-0" MODULAR BUILDINGS (PC# 02-120100) WITH TOTAL OF (2) PRE-KINDERGARTEN (PK) BUILDINGS, (1) KINDERGARTEN (K) BUILDING AND (2) TRANSITIONAL KINDERGARTEN (TK) BUILDINGS WHICH INCLUDES STUDENT RESTROOMS, STAFF RESTROOMS AND H-LO DRINKING FOUNTAINS
2. NEW PK PLAYGROUND AND KINDERGARTEN PLAYGROUND
3. NEW PLAY STRUCTURE WITH RUBBERIZED SURFACING AND SHADE STRUCTURE
4. SITE WORK INCLUDES:
a. RE-GRADE OF SITE WITH NEW ASPHALT PAVING
b. NEW CONCRETE WALKWAY
c. NEW FENCES AND GATES

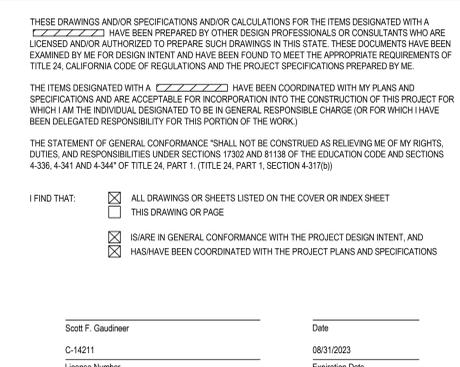
PROJECT DATA

NUMBER OF STORIES: ONE
BUILDING HEIGHT: 12'-0"
OCCUPANCY TYPE: E
CONSTRUCTION TYPE: V-B, NON-SPRINKLERED
BUILDING AREA:
(2) 72'-0" x 40'-0" PK BUILDINGS = 5,760 SF
(1) 72'-0" x 40'-0" K BUILDING = 2,880 SF
(2) 72'-0" x 40'-0" TK BUILDINGS = 5,760 SF
14,400 SF TOTAL

STATEMENT OF GENERAL CONFORMANCE

THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS DESIGNATED WITH A [diagonal hatching] HAVE BEEN PREPARED BY OTHER DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED BY ME.
THE ITEMS DESIGNATED WITH A [diagonal hatching] HAVE BEEN COORDINATED WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE, OR FOR WHICH I HAVE BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.
THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF MY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTIONS 17302 AND 81138 OF THE EDUCATION CODE AND SECTIONS 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1, (TITLE 24, PART 1, SECTION 4-317(B))

VICINITY MAP



- I FIND THAT:
- ALL DRAWINGS OR SHEETS LISTED ON THE COVER OR INDEX SHEET
 - THIS DRAWING OR PAGE
 - IS/ARE IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT, AND
 - HAS/HAVE BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS

Scott F. Gaudrener Date 08/31/2023
C-14211 License Number Expiration Date

MODULAR MANUFACTURER
ENVIROPLEX, INC.
4777 E. Carpenter Road
Stockton, CA 95215
TEL: (209) 466-8000
Email: gaylor@givens@enviroplex.com
Contact: Gaylene Givens

ELECTRICAL
JMPE
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Santa Barbara, CA 93101
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LANDSCAPE
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Contact: Jun Tanaka

OWNER
OXNARD SCHOOL DISTRICT
1055 S. "C" STREET
Santa Barbara, CA 93101
TEL: (805) 385-1514
Email: dmiller@oxnardsd.org
Contact: Dana L. Miller

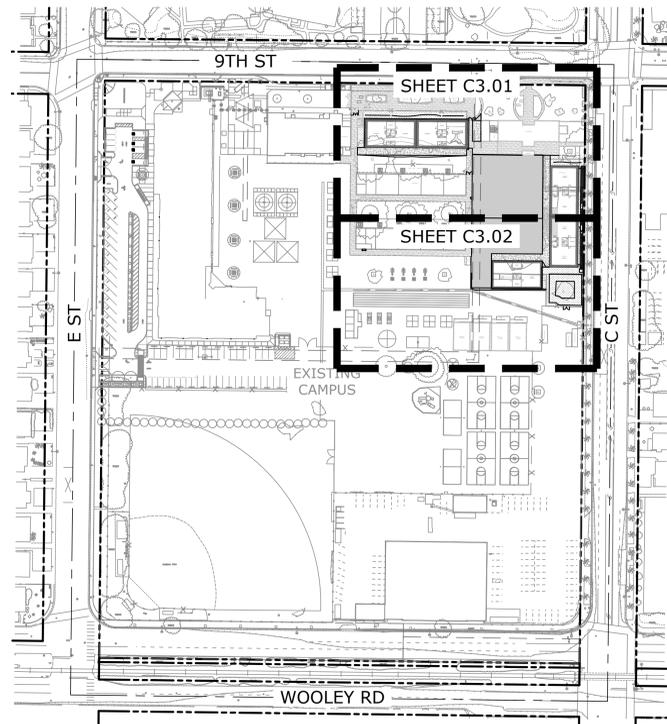
CIVIL IMPROVEMENTS FOR 5 PRE K/TK MODULAR BUILDINGS AT DRIFFILL ELEMENTARY SCHOOL IN OXNARD, CA

SURVEY NOTES

FIELD SURVEY(S) CONDUCTED ON 01/28 & 02/11-2023, AT THE REQUEST OF FLEWELLING AND MOODY
ASSESSOR'S PARCEL NUMBER: 202-0-173-01
SITE LOCATION: A PORTION OF THE DRIFFILL ELEMENTARY SCHOOL, OXNARD CA
UTILITIES: THE UTILITY LOCATIONS SHOWN HEREON ARE BASED ON VISIBILITY ON THE DATE(S) OF FIELD SURVEY(S)
VERTICAL DATUM: PER THE PROVIDED DIGITAL COPY OF PREVIOUS SURVEY COMPLETED BY OTHERS; USED THE FINISHED SURFACE ELEVATIONS AT TWO LOCATIONS; SEE BENCHMARK DATA HEREON

BOUNDARY NOTE

THE PARCEL LINES AND STREET CENTERLINES SHOWN HEREON WERE PROVIDED BY THE SCHOOL DISTRICT AND HAVE BEEN TRANSLATED AND ROTATED TO COMMON POINTS SHOWN ON THE MOST RECENT TOPO PERFORMED BY LATITUDE SURVEYING DATED 02/2023.



INDEX MAP
SCALE: 1"=100'



SHEET INDEX

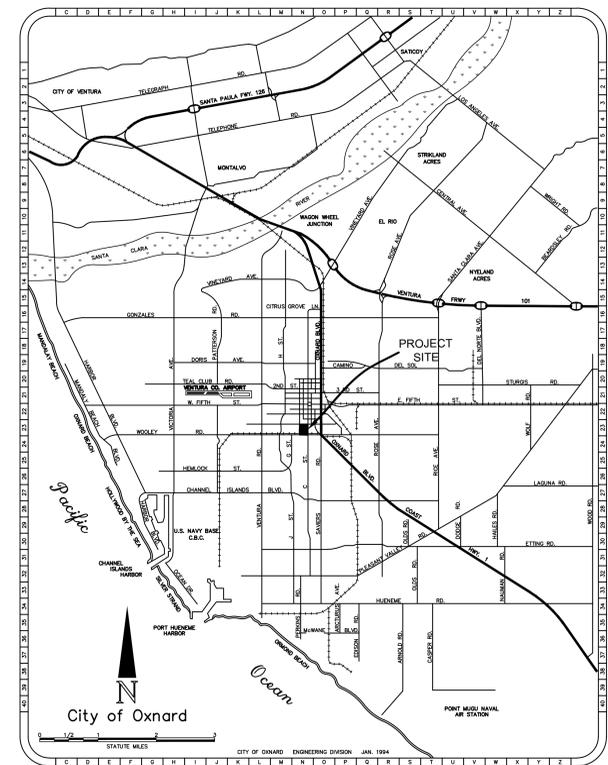
C1.01	COVER SHEET
C1.02	GENERAL NOTES
C3.01	GRADING AND PAVING PLAN
C3.02	GRADING AND PAVING PLAN
C4.01	UTILITY PLAN
C5.01	DETAILS

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL POthOLE ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR ALSO AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

77454 04-07-2023
JOSIAH D. JENISON R.C.E. DATE



VICINITY MAP
N.T.S.

ABBREVIATIONS

ABBR	ABBREVIATION	FG	FINISH GRADE	R.O.W.	RIGHT OF WAY
A.C.	ASPHALT CONCRETE	FL	FLOWLINE	RPD	RESIDENTIAL PLANNED
A.C.P.	ASBESTOS CONCRETE	FS	FINISHED SURFACE	RT	RIGHT
	PIPE	FT/S	FEET PER SECOND	RW	RECLAIMED WATER
AP	ANGLE POINT	FUT	FUTURE	R/W	RIGHT OF WAY
ARCH.	ARCHITECT	GB	GRADE BREAK	SCE	SOUTHERN CALIFORNIA
ASSOC.	ASSOCIATION	GF	GARAGE FLOOR	SD	EDISON
AVE	AVENUE	GM	GAS METER	SD	SEWER CLEAN OUT
BC	BEGIN CURVE	GS	GRADING PERMIT	SDM	STORM DRAIN MANHOLE
BCK	BEGIN CURB RETURN	GV	GAS VALVE	SDR	STANDARD DIMENSION
BDY.	BOUNDARY	HGL	HYDRAULIC GRADE LINE	RATIO	RATIO
BEG	BEGIN	HOA	HOME OWNERS ASSOCIATION	S.E.	SAND EQUIVALENT
BFP	BACKFLOW PREVENTER	HORZ.	HORIZONTAL	SF	SQUARE FOOT/FEET
BLDG	BUILDING	HP	HIGH POINT	SHT	SHEET
BOT	BOTTOM OF PIPE	HPS	HIGH PRESSURE SODIUM	SHTS	SHEETS
BS	BOTTOM OF STEP	HW	HEADWALL	S.L.	SEWER LATERAL
BVC	BEGIN VERTICAL CURVE	ICP	INTERLOCKING CONCRETE	SLDS	STANDARD LAND DEVELOPMENT
BW	BACK OF WALK OR	ICV	IRRIGATION CONTROL	S'LY	SOUTHERLY
CB	BOTTOM OF WALL	INT.	INTERSECTION	SMH	SEWER MANHOLE
CBC	CALIFORNIA BUILDING	INV	INVERT	S.N.S.	STREET NAME SIGN
CODE	CODE	IRR	IRRIGATION	SPPWC	STANDARD PLANS FOR
C-C	CENTER TO CENTER	LAT	LATERAL	CONSTRUCTION	CONSTRUCTION
CF	CURB FACE	LDM	LAND DEVELOPMENT	SS	SANITARY SEWER
CFP	CUBIC FEET PER	LDSP	LANDSCAPE	SSPWC	STANDARD
SECOND	SECOND	LF	LINEAR FEET	STD	STANDARD
CL	CENTERLINE OR CLASS	LN	LANE	STD	STANDARD
CLF	CHAIN LINK FENCE	LP	LOW POINT OR LIGHT POLE	ST	STREET
CLR	CLEAR	LP	LOW POINT OR LIGHT POLE	STD	STANDARD
CMB	CRUSHED	LQ	LOW POINT OR LIGHT POLE	SW	SIDEWALK
CMP	CORRUGATED METAL	LX	LOW POINT OR LIGHT POLE	SWCT	SAWCUT
CMU	CONCRETE MASONRY	MAX	MAXIMUM	TC	TOP OF CURB
UNIT	UNIT	MH	MANHOLE	TEL	TELEPHONE
CO	CLEANOUT	MIN	MINIMUM	TF	TOP OF FOOTINGS
CONC	CONCRETE	MOC	MIDDLE OF CURVE	TI	TRAFFIC INDEX
CONT	CONTROL	N'L	NORTHERLY	TMH	TELEPHONE MANHOLE
CPS	CONNECTOR PIPE	NO.	NUMBER	TOE	TOE OF SLOPE
SCREEN	SCREEN	N.T.S.	NOT TO SCALE	TOP	TOP OF SLOPE OR PIPE
CT	COURT	O.C.	ON CURB OR ON CURVE OR	TR	TRACT
DBL	DOUBLE	ON CENTER	ON CENTER	TS	TOP OF STEP
DES	DESIGN	OHW	OVERHEAD WIRE	TYP	TYPICAL
DG	DECOMPOSED GRANITE	PB	PULL BOX	UG	UNDERGROUND
DJ	DROP INLET	P.C.C.	PORTLAND CEMENT	VAR	VARIES
D.I.	DUCTILE IRON	CONCRETE OR POINT OF	CONCRETE OR POINT OF	V.C.	VERTICAL CURVE
DIA	DIAMETER	COMPOUND CURVE	COMPOUND CURVE	VERT.	VERTICAL
DR	DRIVE	PI	POINT OF INTERSECTION	VLT	VAULT
DWG	DRAWING	P/L	PROPERTY LINE	VLV	VALVE
EASE	EASEMENT	PMB	PROCESSED MISC. BASE	W	WATER
EBAA	EBAA IRON, INC.	POC	POINT OF CONNECTION	WLY	WESTERLY
EC	EDGE OF CONCRETE	PRC	POINT OF REVERSE	WH	WATER METER
ECR	END CURB RETURN	CURVE	CURVE	WSEL	WATER SURFACE
EG	EXISTING GROUND	PT	POINT	WV	ELEVATION
ELEC	ELECTRIC	PTDF	PRESSURE TREATED	W.W.M.	WELDED WIRE MESH
ELEV	ELEVATION	PUB	PUBLIC	YR	YEAR
ELY	EASTERLY	PVC	POLYVINYL CHLORIDE		
ELLIP	ELLIPTICAL	PVMT	PAVEMENT		
EP	EDGE OF PAVEMENT	PVT	PRIVATE		
ESMT	EASEMENT	RCB	REINFORCED CONCRETE		
EQ	EQUIVALENT	BOX	BOX		
EVC	END VERTICAL CURVE	RCP	REINFORCED CONCRETE		
EX.	EXISTING	PIPE	PIPE		
FF	FINISHED FLOOR	RD	ROAD		
		RET	RETAINING		
		RWG	RESILIENT WEDGE GATE		
		VALVE	VALVE		

LEGEND

	SAWCUT LINE
	PROPOSED RETAINING BUILDING FOOTING
	PROPOSED MAJOR CONTOURS
	PROPOSED MINOR CONTOURS
	PROPOSED FLOWLINE
	PROPOSED SEWER LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED WATER LINE
	PROPOSED GRADE BREAK
	PROPOSED FENCE
	EXISTING RIGHT OF WAY/PROPERTY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING WALL
	EXISTING MAJOR CONTOURS
	EXISTING MINOR CONTOURS
	EXISTING EDGE OF ASPHALT PAVEMENT
	EXISTING OVER HEAD WIRE
	EXISTING ELECTRICAL LINE
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING STORM DRAIN LINE
	EXISTING FIREWATER LINE
	EXISTING SEWER LINE
	EXISTING COMMUNICATION LINE
	PROPOSED ELEVATION
	MATCH EXISTING ELEVATION
	PROPOSED GRADE
	STORM DRAIN INLET
	PROPOSED AC PAVING
	PROPOSED WALKWAY CONCRETE PAVING
	EXISTING WALKWAY CONCRETE PAVING
	PROPOSED LANDSCAPE AREA

AGENCY



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An Employee Owned Corporation

ARCHITECT

CONTRACTOR



Drawn by: _____
Checked by: _____

Revisions:

No.	Date	Description

All dimensions must be checked by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site, and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT
DRIFFILL ELEMENTARY SCHOOL
PK / TK MODULAR BUILDINGS
910 SOUTH "E" STREET
OXNARD, CA 93030

COVER SHEET 50% PLANS

Job No:
3057.0000
Date:
04-07-2023

C1.01



GENERAL NOTES

- 1. CONTRACTOR SHALL REVIEW GRADING AND DRAINAGE AND UTILITY PLANS; AND PROTECT ALL EXISTING FACILITIES TO REMAIN. ADJUST ALL UTILITY SURFACE FEATURES TO FINAL GRADES.
2. CONTRACTOR SHALL REMOVE ALL TREES AND EXISTING ROOTS SYSTEMS WITHIN THE PROJECT AREA TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
3. CONTRACTOR SHALL MAINTAIN UTILITIES SERVICES TO EXISTING BUILDINGS AND HYDRANTS THROUGHOUT CONSTRUCTION AND COORDINATE ANY SHUT DOWNS WITH THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL THOROUGHLY REVIEW CONSTRUCTION DOCUMENTS IN THEIR ENTIRETY FOR PROJECT DEMOLITION AND CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING FACILITIES AND FEATURES WITHIN THE PROJECT LIMIT WHICH ARE REQUIRED FOR THE PROJECT CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES THAT ARE TO REMAIN IN PLACE AND PROMPTLY REPAIR ANY DAMAGES CAUSED BY DEMOLITION AND CONSTRUCTION AT ITS OWN EXPENSE. ALL EXISTING UTILITIES WITHIN THE BUILDING FOOTPRINT SHALL BE CAPPED AT THE NEAREST TEE, VALVE, OR MANHOLE. CONTRACTOR SHALL REMOVE ALL DEMOLITION/WASTE MATERIALS FROM THE PROJECT SITE AND LEGALLY DISPOSE OF THEM AT A DUMP SITE OFF-CAMPUS.
6. REVIEW LANDSCAPE PLANS FOR IRRIGATION DESIGN TO REMOVE EXISTING IRRIGATION SYSTEM IN CONFLICT WITH CONSTRUCTION, AND CONSTRUCT NEW FACILITIES.
7. CONTRACTOR SHALL CONSTRUCT EROSION CONTROL DEVICES PER PROJECT EROSION CONTROL PLANS AND AS REQUIRED FOR SITE CONDITIONS. NO SILT AND DEBRIS SHALL BE ALLOWED TO DEPART FROM THE CONSTRUCTION LIMITS OR ENTER THE STORM DRAIN SYSTEM.
8. CONTRACTOR SHALL PREPARE AND PROVIDE ALL CONSTRUCTION STAKING FOR THE CONSTRUCTION OF THIS PROJECT.
9. CONTRACTOR SHALL USE PROVIDED COORDINATES TO INITIALLY LOCATE THE BUILDINGS AND CONSTRUCT THE BUILDINGS PER THE ARCHITECTURAL PLANS. THE AUTOCAD DRAWING FILES MAY BE PROVIDED TO THE CONTRACTOR FOR STAKING PURPOSES DURING CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE A SUITABLE STABILIZED CONSTRUCTION ENTRANCE/EXIT AT ALL ACCESS POINTS FROM THE JOB SITE TO PREVENT TRACKING OF MUD ONTO CAMPUS AND PUBLIC ROADS. ADDITIONALLY PROVIDE SWEEPER SERVICE ON THE FREQUENCY NECESSARY TO MITIGATE UNDESIRABLE CONDITIONS, AS APPROVED BY THE OWNER'S REPRESENTATIVE.
11. CONTRACTOR SHALL SUBMIT A DRAWING OF THE PROPOSED STAGING AREA AND CONSTRUCTION FENCING TO THE OWNER'S REPRESENTATIVE FOR APPROVAL. CONSTRUCTION STAGING SHALL NOT BLOCK FIRE ENGINE ACCESS OR EXISTING FIRE HYDRANTS.

GENERAL DEMOLITION NOTES

- 1. DEMOLITION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REMOVE EXISTING STRUCTURES, UTILITIES, AND ALL OTHER MATERIAL FROM THE PROJECT SITE.
2. DISPOSAL OF MATERIALS SHALL BE DONE IN A SAFE AND LEGAL MANNER AND SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
3. THE CONTRACTOR SHALL CONTINUOUSLY CLEAN AND REMOVE DEMOLISHED MATERIALS FROM THE SITE EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE. DO NOT ALLOW MATERIALS TO ACCUMULATE ON SITE.
4. EXISTING UNDERGROUND UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE IN-KIND ANY ITEMS DAMAGED DURING THE DEMOLITION PROCESS THAT ARE INTENDED TO REMAIN.
6. ALL EXISTING LANDSCAPE INSIDE THE LIMITS OF WORK SHALL BE REMOVED, UNLESS OTHERWISE NOTED ON THE PLANS.
7. ALL SURFACE FEATURES FOR EXISTING UNDERGROUND UTILITIES SHALL REMAIN AND BE ADJUSTED TO MATCH NEW FINISH GRADE - UNLESS OTHERWISE NOTED.
8. SAWCUT EXISTING PAVEMENT FULL DEPTH TO A CLEAN STRAIGHT EDGE.
9. ALL TREE ROOTS, ABANDONED IRRIGATION LINES, UTILITY SERVICES, SEPTIC TANKS (AS NOTED) AND SIMILAR MATERIALS SHALL BE REMOVED FROM THE SITE AND VOIDS CREATED THEREBY SHALL BE PROPERLY FILLED AND COMPACTED AS DIRECTED BY THE ENGINEER.
10. CONTRACTOR TO COORDINATE WITH DISTRICT STAFF FOR LOCATION OF EXISTING COMMUNICATION AND ELECTRICAL STUBS.
11. EXCAVATIONS AND DEPRESSIONS RESULTING FROM FOUNDATION AND BELOW-GRADE STRUCTURE REMOVAL SHALL NOT BE FILLED IN PRIOR TO OBSERVATION BY THE GEOTECHNICAL REPRESENTATIVE.
12. CONTRACTOR SHALL PROVIDE LATERAL SUPPORT OF EXCAVATIONS, AS NEEDED, TO PREVENT LATERAL AND VERTICAL MOVEMENT OF ADJACENT EXISTING FACILITIES.

GRADING NOTES

- 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS (GREEN BOOK) LATEST EDITION AND AMENDMENTS WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER. THE ENGINEER OF RECORD AND/OR HIS REPRESENTATIVE WILL DETERMINE WHICH SPECIAL REQUIREMENT AND/OR CODE WILL GOVERN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING AND DISPOSAL OF THE PROPOSED WORK AREA.
3. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS IN ACCORDANCE WITH CITY, COUNTY, AND STATE ORDINANCES AND STATUTES.
4. NO FILL SHALL BE PLACED ON THE EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, DELETERIOUS MATERIAL AND SCARIFIED PER THE PROJECT SPECIFICATIONS.
5. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL.
6. FILLS SHALL BE COMPACTED THROUGHOUT TO THE MAXIMUM DENSITY AS DETERMINED THE GEOTECHNICAL ENGINEER.
7. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED BY THE GEOTECHNICAL ENGINEER AND/OR HIS REPRESENTATIVE PRIOR TO PLACING OF FILL.
8. FILL SLOPES SHALL BE KEYED AND BENCHED WITH APPROVED MATERIAL AND PER THE RECOMMENDATIONS OF THE PROJECT SOILS REPORT.
9. ALL EXISTING FILLS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND OR HIS REPRESENTATIVE BEFORE ANY ADDITIONAL FILLS ARE ADDED.
10. ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND BACKFILLED AND APPROVED BY THE GRADING INSPECTOR AND GEOTECHNICAL ENGINEER, UNLESS OTHERWISE NOTED ON THE PLANS.
11. SLOPES EXCEEDING FIVE FEET IN HEIGHT MUST BE PLANTED AND AN APPROVED IRRIGATION SYSTEM SHALL BE INSTALLED.
12. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER PER THE GRADING AND EXCAVATION CODE.
13. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY AN ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS. THE ENGINEERING GEOLOGIST SHALL RECOMMEND NECESSARY TREATMENT TO THE CONSTRUCTION MANAGER FOR APPROVAL.

GRADING NOTES (CONTINUED)

- 14. THE FINAL COMPACTION REPORT AND APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL CONTAIN THE TYPE OF FIELD TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE, NUCLEAR GAGE, OR DRIVE RINGS SHALL BE NOTED FOR EACH TEST, SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
15. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF AND PROTECT ALL EXISTING UTILITIES AND TO ENSURE SERVICE IS NOT INTERRUPTED TO EXISTING FACILITIES.
17. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS AND APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT. IN ALL CASES, THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO CONSTRUCTING NATURAL OR EXISTING DRAINAGE PATTERNS.
18. WHENEVER THERE IS AN EXISTING CATCH BASIN ALONG OR ADJACENT TO THE CONSTRUCTION SITE FRONTAGE, AN ON-SITE STORM DRAIN OR SWALE SHALL BE CONSTRUCTED TO CONVEY WATER DIRECTLY TO THE BASIN. EXCEPTIONS SHALL REQUIRE APPROVAL BY THE CIVIL ENGINEER.
19. ALL PLANTERS ADJACENT TO THE FOUNDATIONS SHALL BE SEALED ALONG SIDE OF THE FOUNDATION FOOTING AND EXTENDED UNDER THE PLANTER AREA TO A MINIMUM OF 12 INCHES TO PREVENT MOISTURE FROM REACHING THE FOUNDATION SUBGRADE SOLES.
20. EXPORT SOILS MUST GO TO A LEGAL DUMP SITE OR TO A PERMITTED SITE APPROVED BY THE LOCAL AGENCY HAVING JURISDICTION.
21. ANY DIRT, ROCK OR CONSTRUCTION MATERIAL THAT MAY BE TRACKED OR DROPPED WITHIN THE PUBLIC RIGHT-OF-WAY DURING THE TRANSPORTATION OF SAID MATERIAL OR EQUIPMENT ASSOCIATED WITH THE PROJECT SHALL BE CLEANED OR REMOVED DAILY AND AS DEEMED NECESSARY BY THE CONSTRUCTION MANAGER.
22. DIRT ACCESS RAMPS OVER CURB AND GUTTER TO CONSTRUCTION SITE ARE NOT ALLOWED. WHEN NECESSARY FOR ENTRANCE TO SUCH CONSTRUCTION SITES, ASPHALT RAMPS WITH A MINIMUM 3" DIAMETER PIPE WILL BE CONSTRUCTED TO CONVEY GUTTER DRAINAGE. ALL BASE, GRAVEL, SOIL OR OTHER MATERIAL CARRIED INTO THE ROADWAY BY CONTRACTORS PERSONNEL OR EQUIPMENT WILL BE CLEANED AS NECESSARY AND NO LESS THAN ONCE A DAY. TRUCKS HAULING BASE, GRAVEL, FILL OR EXPORT MATERIALS WILL BE TARPED AS NECESSARY TO PREVENT MATERIAL FROM SPILLING INTO THE ROADWAY.
23. PRIOR TO ANY CONSTRUCTION WHICH INVOLVES HAZARDOUS CONDITIONS, THE CONTRACTOR SHALL FIRST OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA).
24. PROPOSED REVISIONS TO THE GRADING PLAN SHALL BE DRAWN IN RED PENCIL ON BOND COPIES OF THE APPROVED PLAN. THESE REDLINES ARE THEN TO BE SUBMITTED TO THE OWNERS REPRESENTATIVES FOR REVIEW AND APPROVAL. ONLY AFTER THE BOND COPIES APPROVAL IS GIVEN SHOULD THE ORIGINALS BE AS-BUILT BY THE ENGINEER/ARCHITECT.
25. RULE 403, AIR QUALITY CONTROL MANAGEMENT DISTRICT, MUST BE IMPLEMENTED DURING CONSTRUCTION.
a. A PERSON SHALL NOT CAUSE OR ALLOW THE EMISSIONS OF FUGITIVE DUST FROM ANY TRANSPORT, HANDLING, CONSTRUCTION OR STORAGE ACTIVITY SO THAT THE PRESENCE OF SUCH DUST REMAINS VISIBLE IN THE ATMOSPHERE BEYOND THE PROPERTY LINE OF THE EMISSION SOURCE, (DOES NOT APPLY TO EMISSION EMANATING FROM UNPAVED ROADWAYS OPEN TO PUBLIC TRAVEL OR FARM ROADS. THIS EXCLUSION SHALL NOT APPLY TO INDUSTRIAL OR COMMERCIAL FACILITIES).
b. A PERSON SHALL TAKE EVERY REASONABLE PRECAUTION TO MINIMIZE FUGITIVE DUST EMISSIONS FROM WRECKING EXCAVATION GRADING, CLEARING OF LAND AND SOLID WASTE DISPOSAL OPERATIONS.
c. A PERSON SHALL NOT CAUSE OR ALLOW PARTICULATE WATER TO EXCEED 100 MICROGRAMS PER CUBIC METER WHEN DETERMINED AS THE DIFFERENCE BETWEEN UPWIND AND DOWN WIND SAMPLES COLLECTED ON HIGH VOLUME SAMPLERS AT THE PROPERTY LINE FOR A MINIMUM OF FIVE HOURS.
d. A PERSON SHALL TAKE EVERY REASONABLE PRECAUTION TO PREVENT VISIBLE PARTICULATE WATER FROM BEING DEPOSITED UPON PUBLIC ROADWAYS. PRECAUTIONS SHALL INCLUDE BUT ARE NOT LIMITED TO, THE REMOVAL OF PARTICULATE MATTER FROM EQUIPMENT PRIOR TO MOVEMENT ON PAVED STREETS ONTO WHICH SUCH MATERIAL HAS BEEN DEPOSITED.
e. SUBSECTIONS (A) AND (B) SHALL NOT BE APPLICABLE WHEN THE WIND SPEED INSTANTANEOUSLY EXCEEDS 40 KILOMETERS (25 MILES) PER HOUR, OR WHEN THE AVERAGE WIND SPEED IS GREATER THAN 24 KILOMETERS (15 MILES) PER HOUR. THE AVERAGE WIND SPEED DERMINATIONS SHALL BE ON A 15 MINUTE AVERAGE AT THE NEAREST OFFICIAL AIR-MONITORING STATION OR BY WIND INSTRUMENT LOCATED AT THE SITE BEING CHECKED.
26. CONTRACTORS SHALL USE LOW EMISSION MOBILE CONSTRUCTION EQUIPMENT DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES, WHERE FEASIBLE.
27. CONTRACTORS SHALL MAINTAIN ALL CONSTRUCTION ENGINES TUNED CONSISTENT WITH MANUFACTURER'S SPECIFICATIONS DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES.
28. CONTRACTORS SHALL USE LOW SULFUR FUEL FOR STATIONARY CONSTRUCTION EQUIPMENT AS REQUIRED BY AQMD RULES 431.1 AND 431.2 AND SHALL USE EXISTING POWER SOURCES AND CLEAN FUEL GENERATORS AS FEASIBLE, DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES.
29. CONSTRUCTION PARKING SHALL BE ONSITE. TRAFFIC CONTROL AND ACCESS SHALL BE IN ACCORDANCE WITH COUNTY CONSTRUCTION REQUIREMENTS
30. THE SPEED OF TRUCKS ONSITE SHALL BE LIMITED TO 15 MPH.
31. TRUCKS AND LARGE CONSTRUCTION VEHICLES WILL OBTAIN APPROVED TRUCK ROUTES FROM THE AGENCIES HAVING JURISDICTION OVER PROPOSED ROUTES.
32. THE CONTRACTOR SHALL CONTROL DUST IN AREAS USED FOR OFF-ROAD PARKING MATERIALS LAYDOWN OR THOSE AWAITING FUTURE CONSTRUCTION. FREQUENTLY ACCESSED AREAS SHALL BE PAVED AS EARLY AS POSSIBLE TO MINIMIZE DIRT TRACKOUT TO THE PUBLIC RIGHT OF WAY.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEASURES:
a. CESSATION OF ACTIVITIES DURING A STAGE-2 SMOG EPISODE. CALL 1-800-242-4022 FOR THE DAILY SMOG FORECAST.
b. TRUCK ROUTES AND SCHEDULES FOR THE RECEIPT OF MATERIALS SHALL BE COORDINATED WITH THE MANAGER OF BUILDING AND SAFETY.
c. WHERE FEASIBLE, ON-ROAD VEHICLES AND OFF-ROAD EQUIPMENT SHALL BE TURNED OFF AND SUBSEQUENTLY RESTARTED IF THE ANTICIPATED DURATION OF IDLING IS EXPECTED TO EXCEED FIVE (5) MINUTES.
34. THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING HIGH WIND DUST CONTROL WHEN WIND GUSTS EXCEED 25 MPH:
a. TERMINATION/MODIFICATION OF OPERATION OF SCRAPERS, GRADERS OR DOZERS ON UNPAVED SURFACES UNTIL WINDS SUBSIDE.
b. APPLICATION OF WATER AS NEEDED TO ANY UNPAVED SURFACE WITH VEHICLE OR EQUIPMENT OPERATIONS.
c. APPLICATION OF WATER OR OTHER DUST CONTROL MATERIAL TO ANY PREVIOUSLY GRADED SURFACE IF DUST EMANATION IS VISIBLE FROM SUCH A SURFACE.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EQUIPMENT TO PREVENT VISIBLE SOOT FROM REDUCING LIGHT TRANSMISSION THROUGH THE EXHAUST STACK BY MORE THAN 20 PERCENT FOR MORE THAN THREE MINUTES PER HOUR AND USE LOW-SULFUR FUEL AS REQUIRED BY SCAQMD REGULATIONS.
36. TRUCKS USED IN HAULING DIRT TO OR FROM THE SITE ON PUBLIC ROADS WILL BE COVERED OR WILL MAINTAIN A SIX INCH DIFFERENTIAL BETWEEN THE MAXIMUM HEIGHT OF ANY HAULED MATERIAL AND THE TOP OF THE TRAILER. HAUL TRUCK DRIVERS WILL LOAD PRIOR TO LEAVING THE SITE TO PREVENT SOIL LOSS DURING TRANSPORTATION.
37. PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE, EXISTING SURVEY MONUMENTS SHALL BE NOTED AND DOCUMENTED BEFORE CONSTRUCTION. IF MONUMENTS ARE DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL PAY A LICENSED LAND SURVEYOR OR REGISTERED ENGINEER TO RESET SUCH MONUMENTS.

EXISTING UTILITY NOTES

- 1. THE GENERAL CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AND NOTIFY APPROPRIATE UTILITY AGENCIES TO VERIFY AND LOCATE ALL EXISTING UNDERGROUND UTILITIES BEFORE COMMENCING ANY EXCAVATION.
2. THE GENERAL CONTRACTOR SHALL POTHOLE TO LOCATE AND VERIFY ALL EXISTING UTILITIES, POINT OF CONNECTIONS, AND CROSSINGS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNERS REPRESENTATIVE.
3. THE LOCATIONS OF EXISTING AND NEW UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY; ALL UTILITIES MAY NOT BE SHOWN.
4. SOME IRRIGATION PIPING AND ELECTRICAL CONDUIT LOCATIONS AND SIZES ARE UNKNOWN AND NOT IDENTIFIED HEREON.
5. SUBSURFACE UTILITIES SHOWN HEREON HAVE BEEN COMPILED FROM RECORD INFORMATION GATHERED FROM VARIOUS SOURCES. THE SUBSURFACE INFORMATION, INCLUDING LOCATION, SIZES, AND CAPACITIES IS AN ESTIMATION BASED ON AVAILABLE DATA AND MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. ECG DOES NOT WARRANT THE ACCURACY OF COMPLETENESS OF SAID RECORD INFORMATION.
6. THE CONTRACTOR, BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO, UNDERSTANDS THAT THEY AGREE TO ASSUME LIABILITY, AND AGREE TO HOLD THE UNDERSIGNED HARMLESS FOR ANY LIABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE RECORDS PROVIDED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK.
7. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICES TO BUILDINGS OR OTHER STRUCTURES INTENDED TO REMAIN IN OPERATIONAL SERVICE DURING THE COURSE OF CONSTRUCTION.

STORMWATER POLLUTION PLAN NOTES

- 1. IN CASE OF EMERGENCY CALL:
2. A STAND-BY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (NOVEMBER 1 TO APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EMERGENCY DEVICES WHEN RAIN IS IMMINENT.
3. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE BUILDING OFFICIAL IF THE GRADING OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
4. GRADED AREAS ADJACENT TO FILL SLOPES LOCATED AT THE SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY. ALL LOOSE SOILS AND DEBRIS THAT MAY CREATE A POTENTIAL HAZARD TO OFF-SITE PROPERTY SHALL BE STABILIZED OR REMOVED FROM THE SITE ON A DAILY BASIS.
5. ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINSTORM AND BE DISPOSED OF PROPERLY.
6. A GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICE EXCEEDS TWO FEET. THE DEVICE SHALL BE DRAINED OR PUMPED DRY WITHIN 24 HOURS AFTER EACH RAINSTORM. PUMPING AND DRAINING OF ALL BASINS AND DRAINAGE DEVICES MUST COMPLY WITH THE APPROPRIATE BMP FOR DEWATERING OPERATIONS.
7. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE FIELD ENGINEER. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
8. DESILTING BASIN MAY NOT BE REMOVED OR MADE INOPERABLE BETWEEN NOVEMBER 1 AND APRIL 15 OF THE FOLLOWING YEAR WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL. STORM WATER POLLUTION AND EROSION CONTROL DEVICES ARE TO BE MODIFIED, AS NEEDED, AS THE PROJECT PROGRESSES, THE DESIGN AND PLACEMENT OF THESE DEVICES IS THE RESPONSIBILITY OF THE FIELD ENGINEER.
9. PLANS REPRESENTING CHANGES MUST BE SUBMITTED FOR APPROVAL IF REQUESTED BY THE BUILDING OFFICIAL.
10. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON STORM WATER FROM THE PROJECT SITES AT ALL TIMES.
11. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
12. STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
13. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND AREA NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
14. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
15. CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES BMPs ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE BUILDING OFFICIAL. (COPIES OF THE SELF INSPECTION CHECK LIST AND INSPECTION LOGS ARE AVAILABLE UPON REQUEST).
16. TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPACLE TO PREVENT CONTAMINATION OR RAINWATER AND DISPERSAL BY WIND.
17. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
18. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
19. THE FOLLOWING BMPs FROM THE "CALIFORNIA STORM WATER BMP CONSTRUCTION HANDBOOK" - LATEST EDITION, MUST BE IMPLEMENTED FOR ALL CONSTRUCTION ACTIVITIES AS APPLICABLE.

STORMWATER POLLUTION PLAN NOTES (CONTINUED)

- EROSION CONTROL:
EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-3 HYDRAULIC MULCH
EC-4 HYDROSEEDING
EC-5 SOIL BINDERS
EC-6 STRAW MULCH
EC-7 GEOTEXTILES & MATS
EC-8 WOOD MULCHING
EC-9 EARTH DIKES AND DRAINAGE SWALES
EC-10 VELOCITY DISSIPATION DEVICES
EC-11 SLOPE DRAINS
EC-12 STREAMBANK STABILIZATION
EC-13 RESERVED
EC-14 COMPOST BLANKETS
EC-15 SOIL PREPARATION/ROUGHENING
EC-16 NON-VEGETATIVE STABILIZATION
TEMPORARY SEDIMENT CONTROL:
SE-1 SILT FENCE
SE-2 SEDIMENT BASIN
SE-3 SEDIMENT TRAP
SE-4 CHECK DAM
SE-5 FIBER ROLLS
SE-6 GRAVEL BAG BERM
SE-7 STRAW SWEEPING AND VACUUMING
SE-8 SANDBAG BARRIER
SE-9 STRAW BALE BARRIER
SE-10 STORM DRAIN INLET PROTECTION
SE-11 ACTIVE TREATMENT SYSTEMS
SE-12 TEMPORARY SILT DIKE
SE-13 COMPOST SOCKS AND BERMS
SE-14 BIOFILTER BAGS

- EQUIPMENT TRACKING CONTROL:
TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-2 STABILIZED CONSTRUCTION ROADWAY
TC-3 ENTRANCE/OUTLET TIRE WASH

- WIND EROSION CONTROL:
WE-1 WIND EROSION CONTROL
NON-STORMWATER MANAGEMENT:
NS-1 WATER CONSERVATION PRACTICES
NS-2 DEWATERING OPERATIONS
NS-3 PAVING AND GRINDING OPERATIONS
NS-4 TEMPORARY STREAM CROSSING
NS-5 CLEAR WATER DIVERSION
NS-6 ILLICIT CONNECTION/DISCHARGE
NS-7 POTABLE WATER/IRRIGATION
NS-8 VEHICLE AND EQUIPMENT CLEANING
NS-9 VEHICLE AND EQUIPMENT FUELING
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
NS-11 FILE DRIVING OPERATIONS
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING
NS-14 MATERIAL OVER WATER
NS-15 DEMOLITION ADJACENT TO WATER
NS-16 TEMPORARY BATCH PLANTS
WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL:
WM-1 MATERIAL DELIVERY AND STORAGE
WM-2 MATERIAL USE
WM-3 STOCKPILE MANAGEMENT
WM-4 SPILL PREVENTION AND CONTROL
WM-5 SOLID WASTE MANAGEMENT
WM-6 HAZARDOUS WASTE MANAGEMENT
WM-7 CONTAMINATED SOIL MANAGEMENT
WM-8 CONCRETE WASTE MANAGEMENT
WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
WM-10 LIQUID WASTE MANAGEMENT

NOTE: SITE INSPECTIONS ARE REQUIRED BEFORE AND AFTER STORMS TO ENSURE THAT ALL BMPs ARE FUNCTIONAL AND TO DETERMINE MAINTENANCE.



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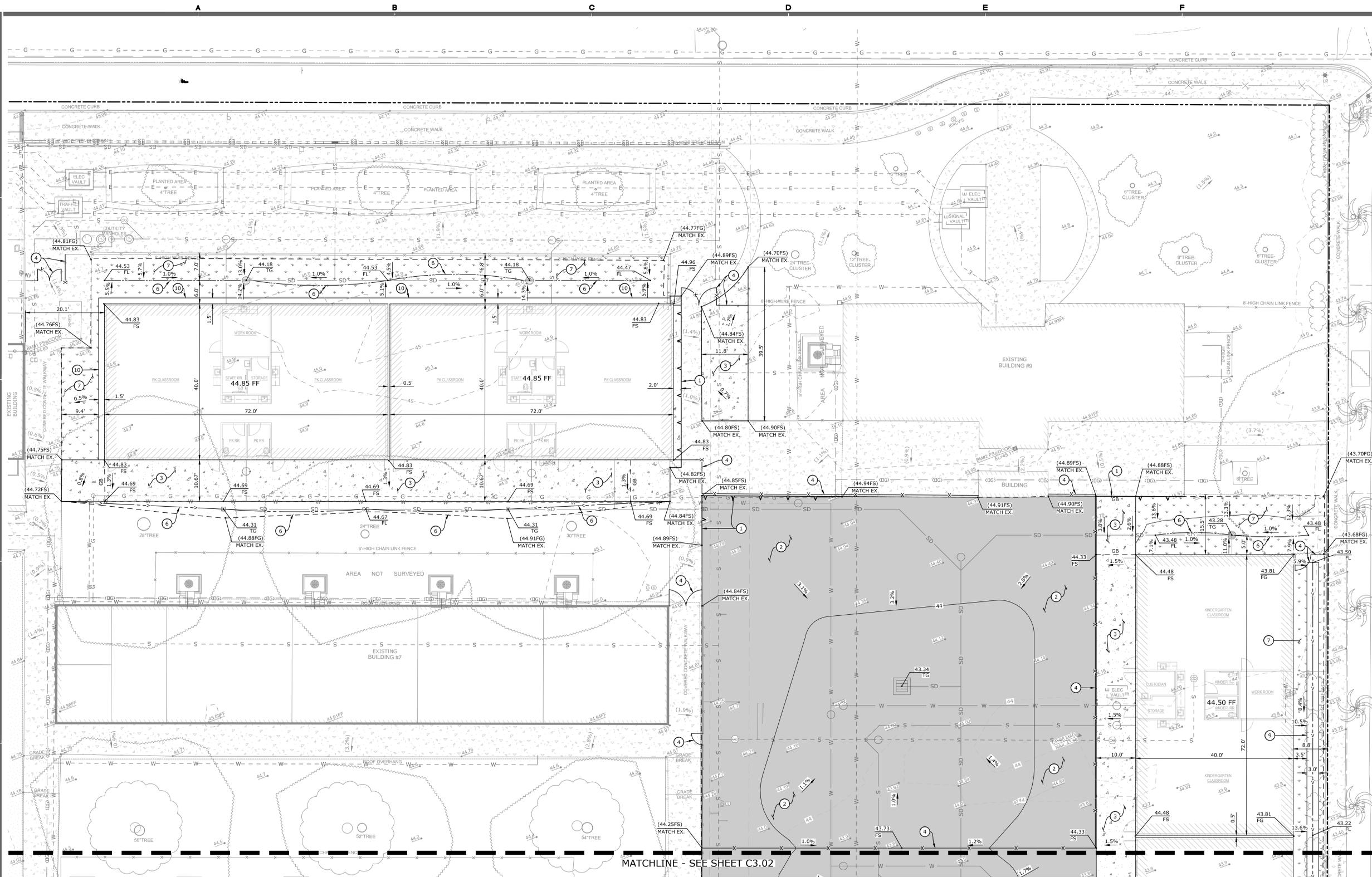
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GENERAL NOTES 50% PLANS

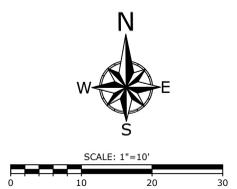
Job No: 3057.0000
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C1.02





GRADING AND DRAINAGE CONSTRUCTION NOTES

- 1 SAWCUT EXISTING AC OR PCC PAVEMENT AS SHOWN.
- 2 CONSTRUCT AC PAVEMENT (3" AC OVER 6 CAB ULTIMATE SECTION) PER DETAIL "A" ON SHEET C5.01.
- 3 CONSTRUCT PCC WALKWAY (4" THICK) PER DETAIL "B" ON SHEET C5.01.
- 4 CONSTRUCT FENCE OR GATE PER ARCHITECT'S PLAN.
- 5 CONSTRUCT CONCRETE FLOW LINE PER PLAN.
- 6 CONSTRUCT EARTHEN FLOW LINE PER PLAN.
- 7 CONSTRUCT LANDSCAPING PER LANDSCAPE ARCHITECT'S PLAN.
- 8 CONSTRUCT DEEPEDED BUILDING FOOTING TO LIMITS SHOWN.
- 9 CONSTRUCT CONCRETE GUTTER PER DETAIL "F" ON SHEET C5.01.
- 10 CONSTRUCT 18" CONCRETE MOW STRIP PER ARCHITECT'S PLAN.
- 11 CONSTRUCT RETAINING BUILDING FOOTING TO LIMITS SHOWN.
- 12 PROTECT EXISTING TREE AND ROOTS IN PLACE.



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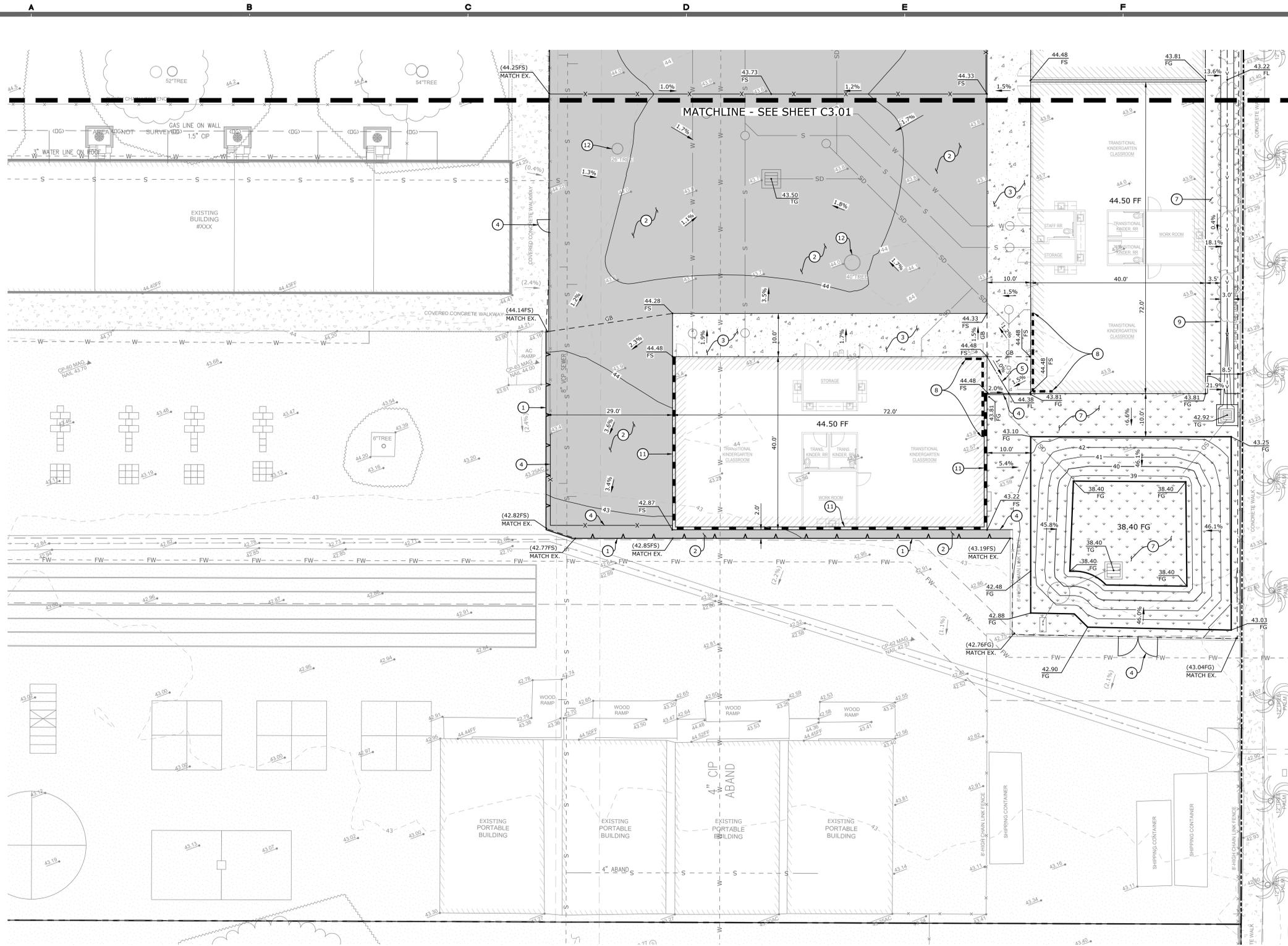
GRADING AND PAVING PLAN

50% PLANS

Job No: 3057.0000

Date: 04-07-2023

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- 2 CONSTRUCT AC PAVEMENT (3" AC OVER 6 C&B ULTIMATE SECTION) PER DETAIL "A" ON SHEET C5.01.
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GRADING AND PAVING PLAN
50% PLAN

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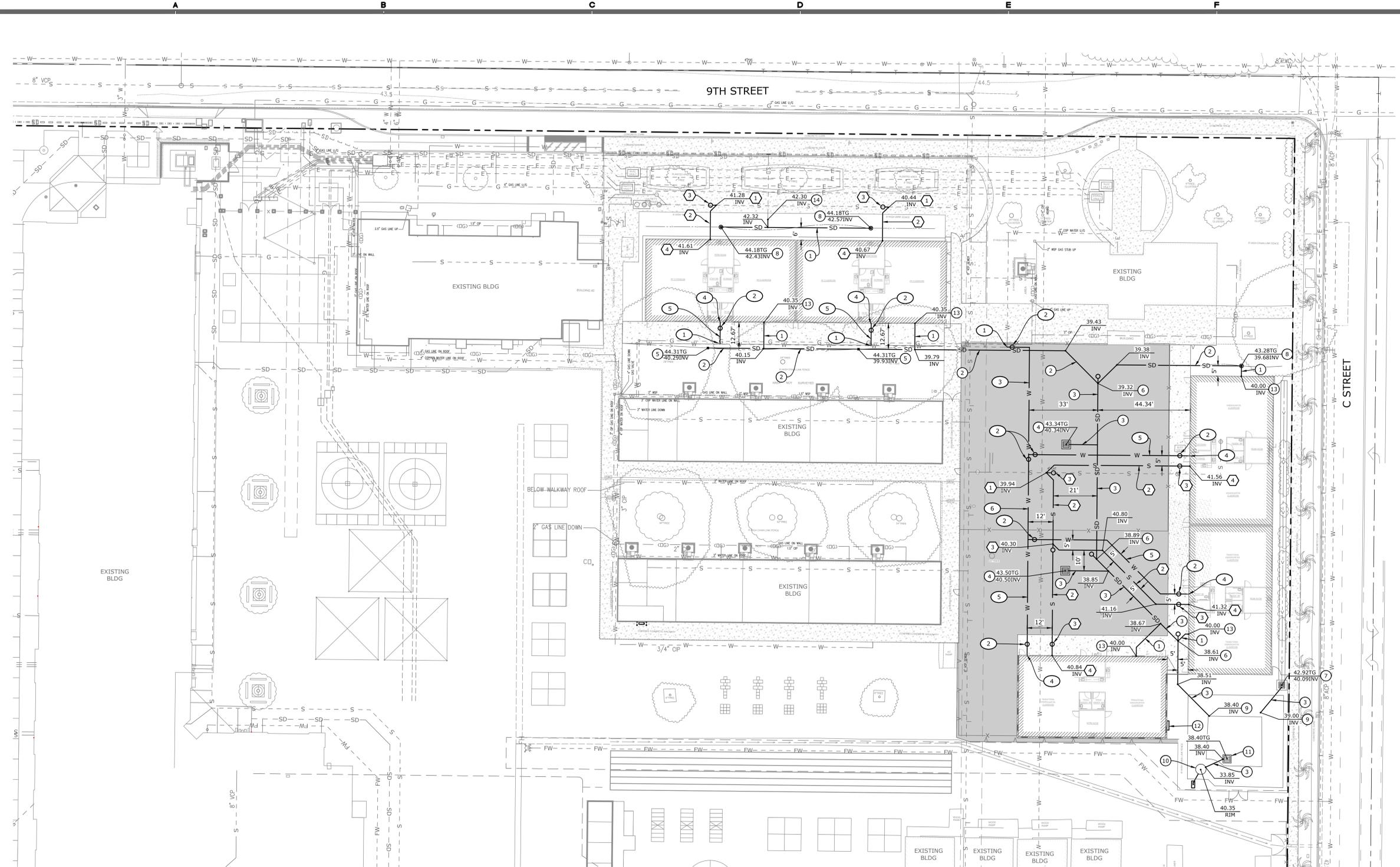
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UTILITY PLAN 50% PLANS

Job No.
3057.0000

Date
04-07-2023

C4.01



LEGEND

	PROPOSED FLOWLINE
	PROPOSED SEWER LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED WATER LINE
	PROPOSED GAS LINE (SEE PLUMBING PLANS)
	PROPOSED CHAIN LINK FENCE
	EXISTING RIGHT OF WAY
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING OVER HEAD WIRE
	EXISTING ELECTRICAL LINE
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING STORM DRAIN LINE
	EXISTING FIREWATER LINE
	EXISTING SEWER LINE
	EXISTING COMMUNICATION LINE

SEWER CONSTRUCTION NOTES

- CONSTRUCT CONNECTION TO EXISTING SEWER LINE AS SHOWN. LOCATION, SIZE AND DEPTH OF EXISTING SEWER SHOWN IS APPROXIMATE AND WAS BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF EXISTING SEWER LINES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.
- CONSTRUCT 4" SDR 35 PVC SANITARY SEWER LINE PER DETAIL "G" ON SHEET C5.01. MINIMUM 2.0% SLOPE. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT SEWER SYSTEM AS SHOWN.
- CONSTRUCT SANITARY SEWER CLEANOUT PER SPPWC STD PLAN 204-2 (MODIFIED TO BE NON-TERMINAL WHERE SHOWN ON PLAN). SEE DETAIL "M" ON SHEET C5.01.
- CONSTRUCT CONNECTION TO BUILDING SEWER LINE. SEE PLUMBING PLAN FOR CONTINUATION.

DOMESTIC WATER CONSTRUCTION NOTES

- CONSTRUCT CONNECTION TO EXISTING WATER LINE AS SHOWN.
- CONSTRUCT VALVE AND VALVE BOX PER DETAIL "H" ON SHEET C5.01.
- CONSTRUCT 3" SCH 40 PVC WATER LINE WITH ALL NECESSARY FITTINGS PER DETAIL "K" ON SHEET C5.01.
- CONSTRUCT CONNECTION TO BUILDING WATER LINE. SEE PLUMBING PLAN FOR CONTINUATION.
- CONSTRUCT 1" SCH 40 PVC WATER LINE WITH ALL NECESSARY FITTINGS PER DETAIL "J" ON SHEET C5.01.
- CONSTRUCT 2" SCH 40 PVC WATER LINE WITH ALL NECESSARY FITTINGS PER DETAIL "I" ON SHEET C5.01.

GENERAL NOTE

CONTRACTOR TO FURNISH AND INSTALL ALL NECESSARY FITTINGS TO CONSTRUCT UTILITY SYSTEMS AS SHOWN ON PLAN INCLUDING ECCENTRIC TEES/WYES WHERE NEEDED.

EXISTING UTILITIES NOTES

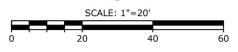
- LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES SHOWN ARE ESTIMATES ONLY AND WERE BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.
- CONTRACTOR SHALL ADJUST ALL EXISTING UTILITY PULL BOXES, CLEANOUTS, VAULTS AND OTHER SURFACE LIDS/COVERS WITHIN THE PROJECT AREA TO FINISH SURFACE ELEVATION.

STORM DRAIN CONSTRUCTION NOTES

- CONSTRUCT 4" SDR 35 PVC PIPE PER GRAVITY PIPE TRENCH DETAIL "G", ON SHEET C5.01. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT STORM DRAIN SYSTEM AS SHOWN.
- CONSTRUCT 8" SDR 35 PVC PIPE PER GRAVITY PIPE TRENCH DETAIL "G", ON SHEET C5.01. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT STORM DRAIN SYSTEM AS SHOWN.
- CONSTRUCT 12" SDR 35 PVC PIPE PER GRAVITY PIPE TRENCH DETAIL "G", ON SHEET C5.01. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT STORM DRAIN SYSTEM AS SHOWN.
- CONSTRUCT 36"x36" PRECAST CONCRETE CATCH BASIN WITH PEDESTRIAN RATED HEEL PROOF GRATE.
- CONSTRUCT 12" NYLOPLAST DRAIN BASIN 2812AG WITH 12" SQUARE STANDARD GRATE 1299CGS OR APPROVED EQUAL.
- CONSTRUCT STORM DRAIN CLEANOUT PER SPPWC STD PLAN 204-2 (MODIFIED TO BE NON-TERMINAL WHERE SHOWN ON PLAN). SEE DETAIL "M" ON SHEET C5.01.
- CONSTRUCT 24"x24" PRECAST CONCRETE CATCH BASIN WITH STANDARD RATED GRATE.
- CONSTRUCT 18" NYLOPLAST DRAIN BASIN 2818AG WITH 18" STANDARD GRATE 1899CGS OR APPROVED EQUAL.
- CONSTRUCT ADS FLARED END SECTION.
- CONSTRUCT SUMP PUMP ASSEMBLY. OUTLET FORCE MAIN TO THE SURFACE.
- CONSTRUCT 36"x36" PRECAST CONCRETE CATCH BASIN WITH OPEN BOTTOM AND STANDARD GRATE. CATCH BASIN TO BE UNDERLAIN BY 12" OR 1/2" CRUSHED ROCK. CATCH BASIN TO ACT AS DESILTING BASIN TO PROTECT SUMP PUMPS DOWN STREAM.
- CONSTRUCT KEEN PUMP DUPLEX CONTROL PANEL OR APPROVED EQUAL WITH REMOTE MONITORING, STATION ALERT MONITORING OR APPROVE EQUAL ENCLOSURE SHALL BE NEMA 4X FIBERGLASS. ELECTRICAL SERVICE TO BE 208V, 3 PHASE. MOUNT CONTROL PANEL ON BUILDING AS SHOWN.
- CONSTRUCT CONNECTION TO UNDER-BUILDING DRAIN LINE.
- CONSTRUCT CONNECTION TO EXISTING 4" STORM DRAIN LINE. LOCATION, SIZE AND DEPTH OF EXISTING STORM DRAIN SHOWN IS APPROXIMATE AND WAS BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF EXISTING STORM DRAIN LINE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.



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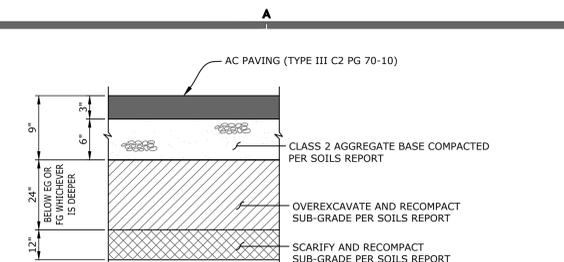
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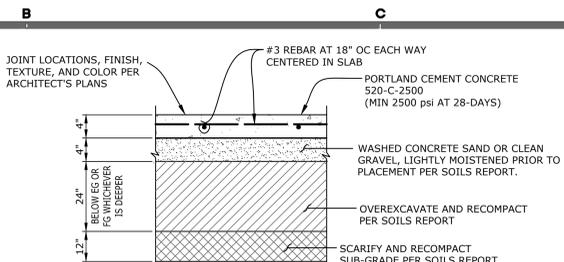
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DETAILS
50% PLANS

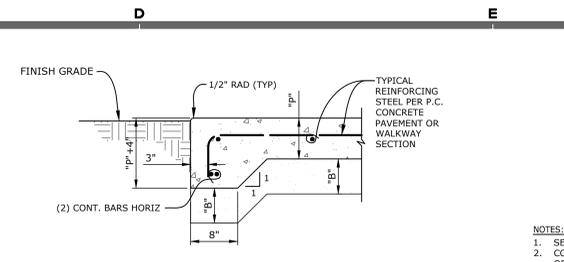
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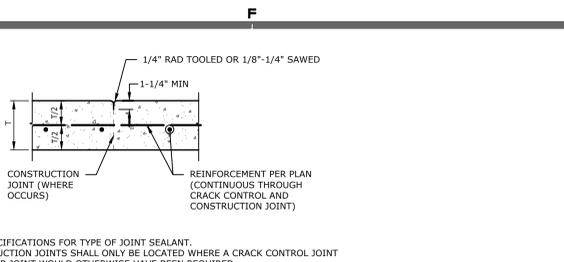
AC PAVEMENT SECTION
SCALE: N.T.S.



PCC WALKWAY PAVEMENT SECTION
SCALE: N.T.S.



PCC PAVEMENT OR WALKWAY THICKENED EDGE
SCALE: N.T.S.

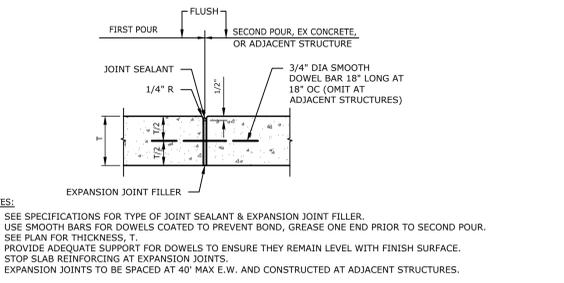


CONSTRUCTION/CRACK CONTROL JOINT
SCALE: N.T.S.

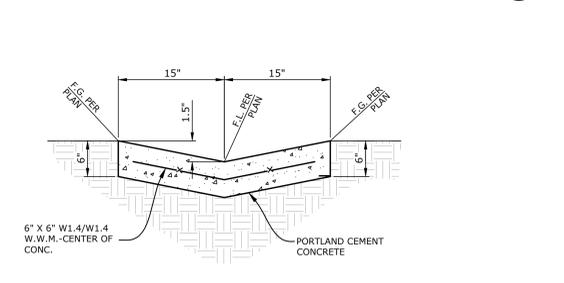
NOTES:
1. SOILS ENGINEER TO GIVE FINAL RECOMMENDATION BASED ON R-VALUE TEST RESULTS TAKEN PRIOR TO CONSTRUCTION.

NOTES:
1. CONSTRUCT THICKENED EDGE AT WALKWAY PERIMETER PER DETAIL "C" THIS SHEET.
2. SAWCUT OR TOOLED CRACK CONTROL JOINTS PER DETAIL "D" THIS SHEET.
3. CONSTRUCT EXPANSION JOINTS PER DETAIL "E" THIS SHEET.
4. SECTION IS ESTIMATE ONLY. SOILS ENGINEER TO GIVE FINAL RECOMMENDATION BASED ON R-VALUE TEST RESULTS TAKEN PRIOR TO CONSTRUCTION.

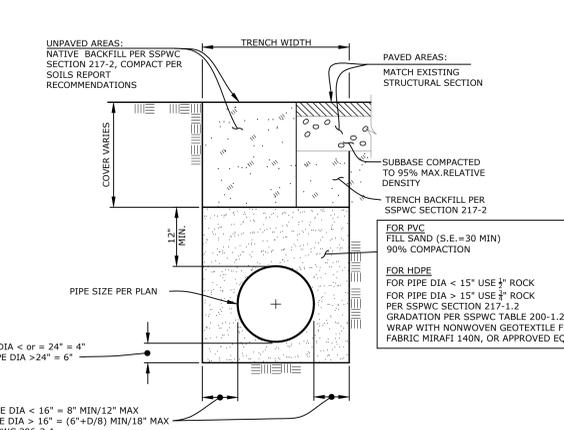
NOTES:
1. SEE SPECIFICATIONS FOR TYPE OF JOINT SEALANT.
2. CONSTRUCTION JOINTS SHALL ONLY BE LOCATED WHERE A CRACK CONTROL JOINT OR OTHER JOINT WOULD OTHERWISE HAVE BEEN REQUIRED.
3. SEE PLAN FOR THICKNESS, T.
4. FOR CRACK CONTROL JOINTS LOCATIONS, SEE ARCH. PLANS.
5. CRACK CONTROL JOINTS TO BE SPACED AT 12' MAX O.C. E.W.



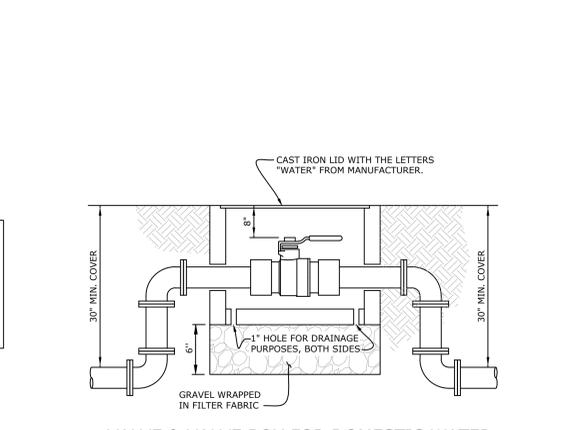
EXPANSION JOINT
SCALE: N.T.S.



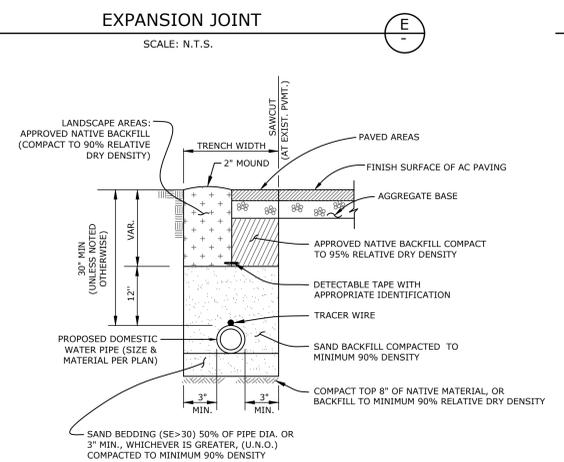
CONCRETE GUTTER
SCALE: N.T.S.



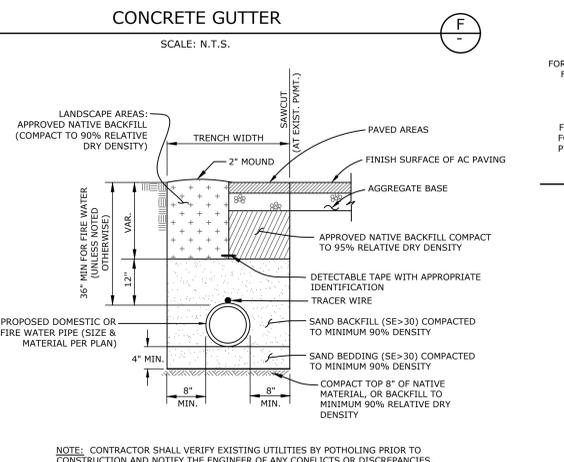
TYPICAL PLASTIC GRAVITY PIPE TRENCH
SCALE: N.T.S.



VALVE & VALVE BOX FOR DOMESTIC WATER LINES 4" DIA AND SMALLER
SCALE: N.T.S.



POTABLE PVC WATER LINE PIPE TRENCH (DIA < 3")
SCALE: N.T.S.



TYPICAL PVC WATER OR FIRE WATER TRENCH SECTION (PIPE DIAMETER 3" OR LARGER)
SCALE: N.T.S.

FOR PIPE DIA < 8" MIN/12" MAX FOR PIPE DIA > 16" = (6"+D/8) MIN/18" MAX PER SSPWC 306-3.4

TYPICAL PLASTIC GRAVITY PIPE TRENCH
SCALE: N.T.S.

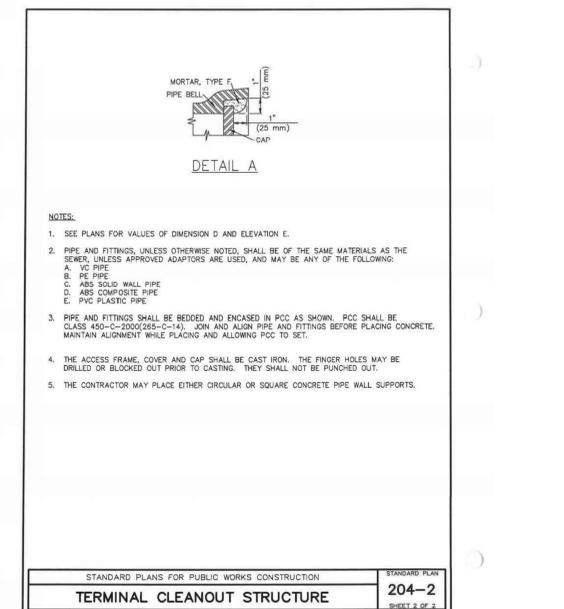
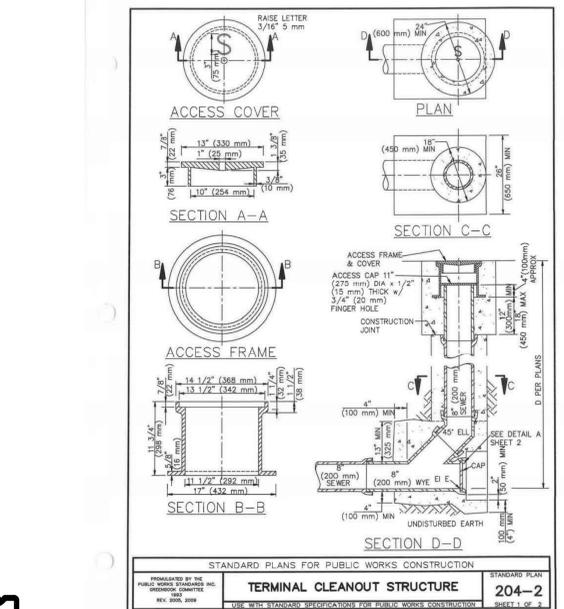
VALVE & VALVE BOX FOR DOMESTIC WATER LINES 4" DIA AND SMALLER
SCALE: N.T.S.

NOTE: CONTRACTOR SHALL VERIFY EXISTING UTILITIES BY POTHOLING PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.

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UNPAVED AREAS: NATIVE BACKFILL PER SSPWC SECTION 217-2, COMPACT PER SOILS REPORT RECOMMENDATIONS

CAST IRON LID WITH THE LETTERS "WATER" FROM MANUFACTURER.

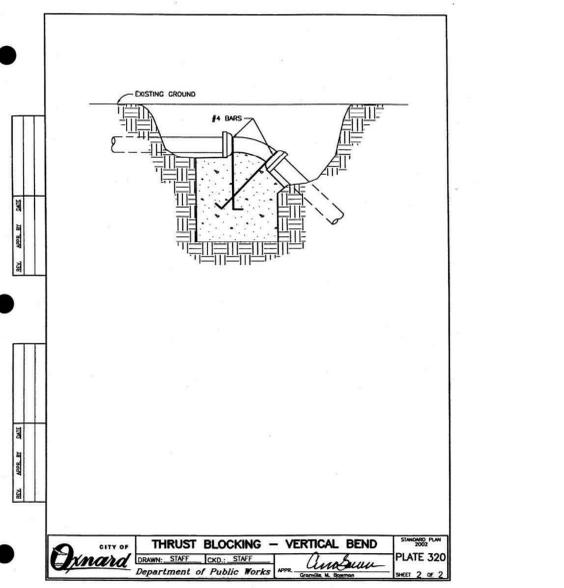


TERMINAL CLEANOUT STRUCTURE 204-2 SHEET 1 OF 2

TERMINAL CLEANOUT STRUCTURE 204-2 SHEET 2 OF 2

CLEANOUT
SCALE: N.T.S.

Table with 4 columns: CASE 1, CASE 2, CASE 3, CASE 4. Includes diagrams for pipe bends and thrust blocking.

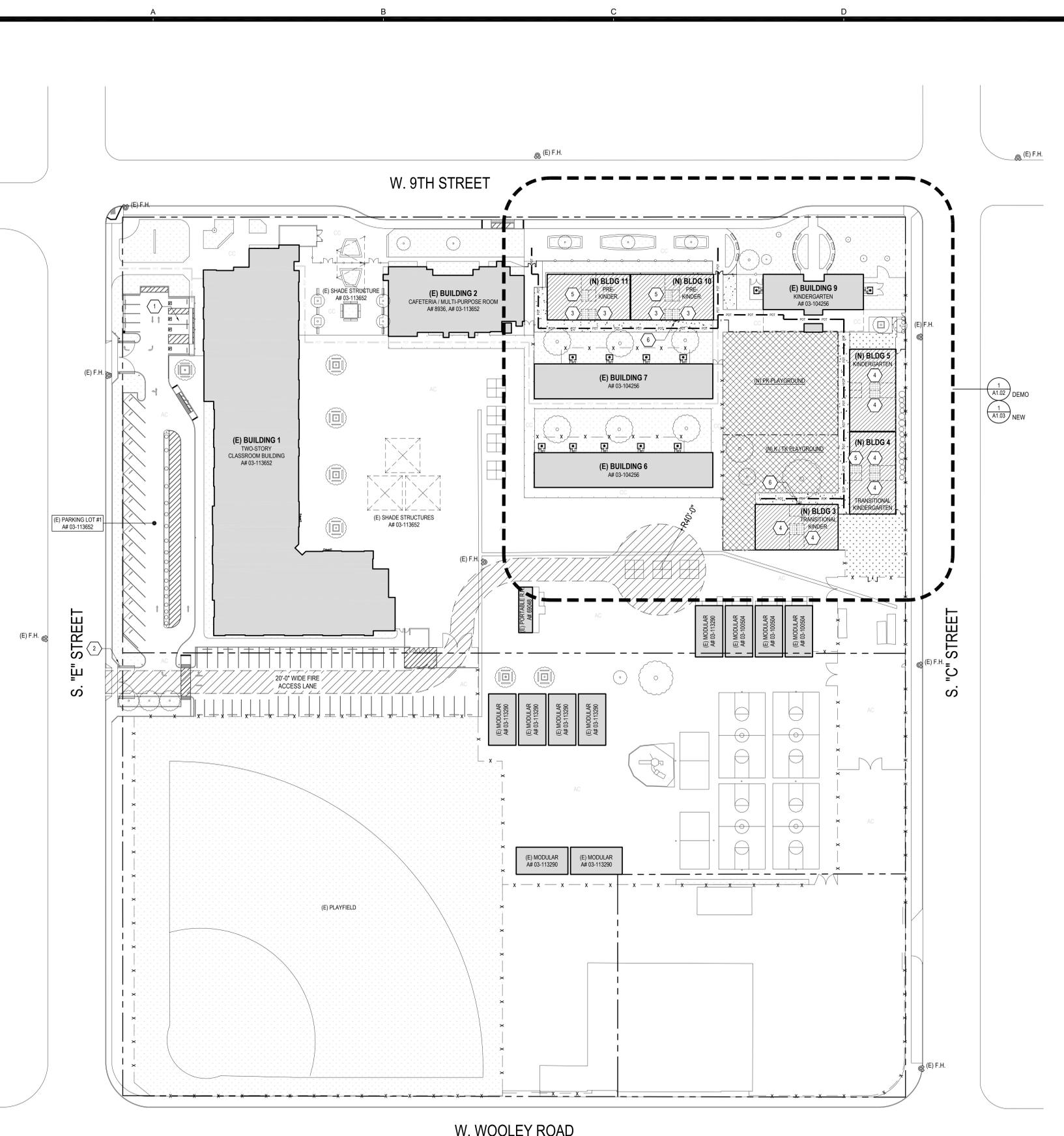


THRUST BLOCKING - VERTICAL BEND
SCALE: N.T.S.

THRUST BLOCKING
SCALE: N.T.S.



Know what's below.
Call before you dig.



GENERAL NOTES

- REFER TO STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL APPLICABLE SCOPE OF WORK.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

LEGEND

	EXISTING BUILDING		NEW BUILDING
	EXISTING CONCRETE		NEW CONCRETE
	EXISTING AC PAVING		NEW AC PAVING
	EXISTING LANDSCAPE		ACCESSIBLE RESTROOMS
	EXISTING FIRE HYDRANT		FIRE ACCESS LANE
	EXISTING TREE		
	PROPERTY LINE		
	EXISTING ACCESSIBLE PATH OF TRAVEL PER DSA A# 03-113652		
	NEW ACCESSIBLE PATH OF TRAVEL		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A COMMON BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 12 MAXIMUM SLOPE. EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. P.O.T. IS A MINIMUM OF 48" WIDE. THE SURFACE SHALL BE FIRM, STABLE, AND SLIP RESISTANT. PASSING SPACES (11B-405.5.3) AT LEAST 80" X 60" SHALL BE LOCATED NOT MORE THAN 200' APART. PARTS OF P.O.T. WITH CONTINUOUS GRADIENTS SHALL HAVE 60' LEVEL AREAS AT INTERVALS OF 400' MAXIMUM (11B-403.7). SLOPE SHALL NOT EXCEED 2% CROSS-SLOPE AND 5% RUNNING SLOPE IN THE DIRECTION OF TRAVEL (11B-401.1). SLOPES GREATER THAN 5% TO A MAXIMUM OF 8.33% SHALL BE CONSIDERED AS RAMP (11B-405). THERE SHALL BE NO DROP-OFF OVER 4" ALONG THE EDGE OF WALK OR LANDING. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS AND OBJECTS PROTRUDING GREATER THAN 4" FROM A WALL, BETWEEN 20" TO 80" ABOVE FINISHED GRADE. ARCHITECT SHALL VERIFY THAT NO BARRIERS EXIST IN THE PATH OF TRAVEL.

THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NON-COMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FIND OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCE, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF CONSTRUCTION CHANGE DOCUMENTS.

CONSTRUCTION KEY NOTES

- (E) ACCESSIBLE PARKING STALLS PER DSA A# 03-113652
- (E) TOW-AWAY SIGN PER DSA A# 114652
- (N) ACCESSIBLE PRE-KINDERGARTEN RESTROOM
- (N) ACCESSIBLE KINDERGARTEN / TRANSITIONAL KINDERGARTEN RESTROOM
- (N) ACCESSIBLE ALL-GENDER STAFF RESTROOM
- (N) ACCESSIBLE HI-LO DRINKING FOUNTAIN

BUILDING CODE ANALYSIS

BUILDING FRONTAGE INCREASE:

A. MIXED-OCCUPANCY BUILDING (SECTION 506.2.2):

$A_a = A_s + (NS \times l_i)$

where A_a = Allowable area (square feet)
 A_s = Allowable area factor (Table 506.2)
 NS = Allowable area factor for non-sprinklered (Table 506.2)
 l_i = Area factor increase due to frontage percent (Section 506.3)

CAFE / MULTI-PURPOSE ROOM

Blgd Perimeter Percentage = 297 FT / 358 FT = 82%
 Frontage Increase Factor = .75 (30 FT OR GREATER)
 Allowable Area (A_a) = $6,000 + (6,000 \times .75)$ = 10,500 SF

CLASSROOM

Blgd Perimeter Percentage = 352 FT / 392 FT = 89%
 Frontage Increase Factor = .75 (30 FT OR GREATER)
 Allowable Area (A_a) = $9,500 + (9,500 \times .75)$ = 16,625 SF

ALLOWABLE BLDG AREA (SECTION 508.4.2)

$\frac{6,214 \text{ SF}}{10,500 \text{ SF}} + \frac{6,240 \text{ SF}}{16,625 \text{ SF}} = 0.98 < 1$

B. SINGLE-OCCUPANCY BUILDING (SECTION 506.2.1):

$A_a = A_s + (NS \times l_i)$

where A_a = Allowable area (square feet)
 A_s = Allowable area factor (Table 506.2)
 NS = Allowable area factor for non-sprinklered (Table 506.2)
 l_i = Area factor increase due to frontage percent (Section 506.3)

CLASSROOM

Blgd Perimeter Percentage = 292 FT / 320 FT = 91%
 Frontage Increase Factor = .50 (20-25 FT)
 Allowable Area (A_a) = $9,500 + (9,500 \times .50)$ = 14,250 SF

CLASSROOM

Blgd Perimeter Percentage = 292 FT / 320 FT = 91%
 Frontage Increase Factor = .75 (GREATER THAN 30 FT)
 Allowable Area (A_a) = $9,500 + (9,500 \times .75)$ = 16,625 SF

ALLOWABLE BLDG AREA (SECTION 508.4.2)

$\frac{6,240 \text{ SF}}{14,250 \text{ SF}} + \frac{6,240 \text{ SF}}{16,625 \text{ SF}} = 0.80 < 1$

DSA A# AND CERTIFICATION STATUS

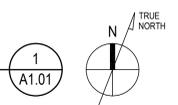
DSA APPLICATION #	CERTIFICATION STATUS	CLOSED YEAR	DSA APPLICATION #	CERTIFICATION STATUS	CLOSED YEAR
8936	N/A	N/A	03-104216	#1	2002
66370	#1	2001	03-104256	#2	2015
66412	#1	1999	03-109505	#1	2010
69048	N/A	N/A	03-113290	#2	2015
03-105054	#1	2001	03-113652	#1	2014

EXISTING PARKING TABULATION

DSA APP. #	PARKING LOT #	STANDARD STALL	REQUIRED ACCESS STALL			PROVIDED ACCESS STALL			TOTAL
			CAR	VAN	TOTAL REQD	CAR	VAN	TOTAL PROVID	
03-113652	#1	69	2	1	3	3	1	4	73

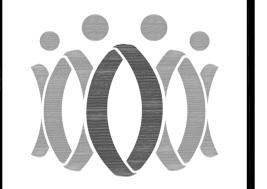
OVERALL SITE PLAN

SCALE: 1" = 40'-0"



AGENCY

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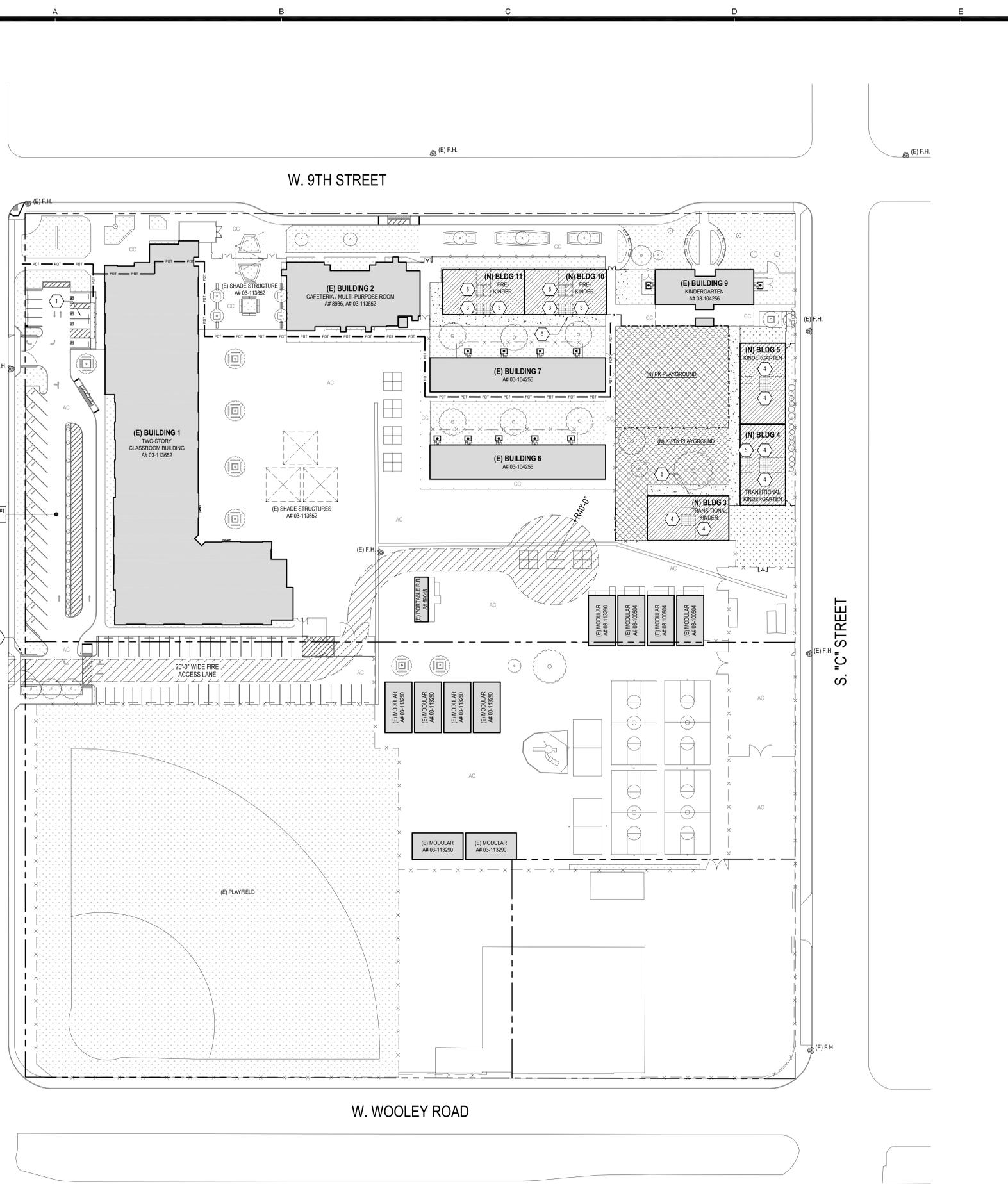
OXNARD SCHOOL DISTRICT
DRIFFIELD ELEMENTARY SCHOOL
PK / K / TK MODULAR BUILDINGS
910 SOUTH 'E' STREET
OXNARD, CA 93030

OVERALL SITE PLAN

Job No.
3057-0000

Date
04-07-2023

A1.01



LEGEND

- EXISTING BUILDING
- EXISTING CONCRETE
- EXISTING AC PAVING
- EXISTING LANDSCAPE
- EXISTING FIRE HYDRANT
- EXISTING TREE
- PROPERTY LINE
- EXISTING ACCESSIBLE PATH OF TRAVEL PER DSA #03-113652
- NEW ACCESSIBLE PATH OF TRAVEL
- NEW BUILDING
- NEW CONCRETE
- NEW AC PAVING
- ACCESSIBLE RESTROOMS
- FIRE ACCESS LANE

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

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CONSTRUCTION KEY NOTES

- 1 (E) ACCESSIBLE PARKING STALLS PER DSA #03-113652
- 2 (E) TOW-AWAY SIGN PER DSA #114652
- 3 (N) ACCESSIBLE PRE-KINDERGARTEN RESTROOM
- 4 (N) ACCESSIBLE KINDERGARTEN / TRANSITIONAL KINDERGARTEN RESTROOM
- 5 (N) ACCESSIBLE ALL-GENDER STAFF RESTROOM
- 6 (N) ACCESSIBLE HI-LO DRINKING FOUNTAIN

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Drawn by _____

Checked by _____

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OXNARD SCHOOL DISTRICT

DRIFFILL ELEMENTARY SCHOOL

PK / K / TK MODULAR BUILDINGS

910 SOUTH "E" STREET
OXNARD, CA 93030

FIRE ACCESS
SITE PLAN

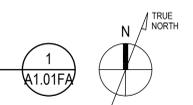
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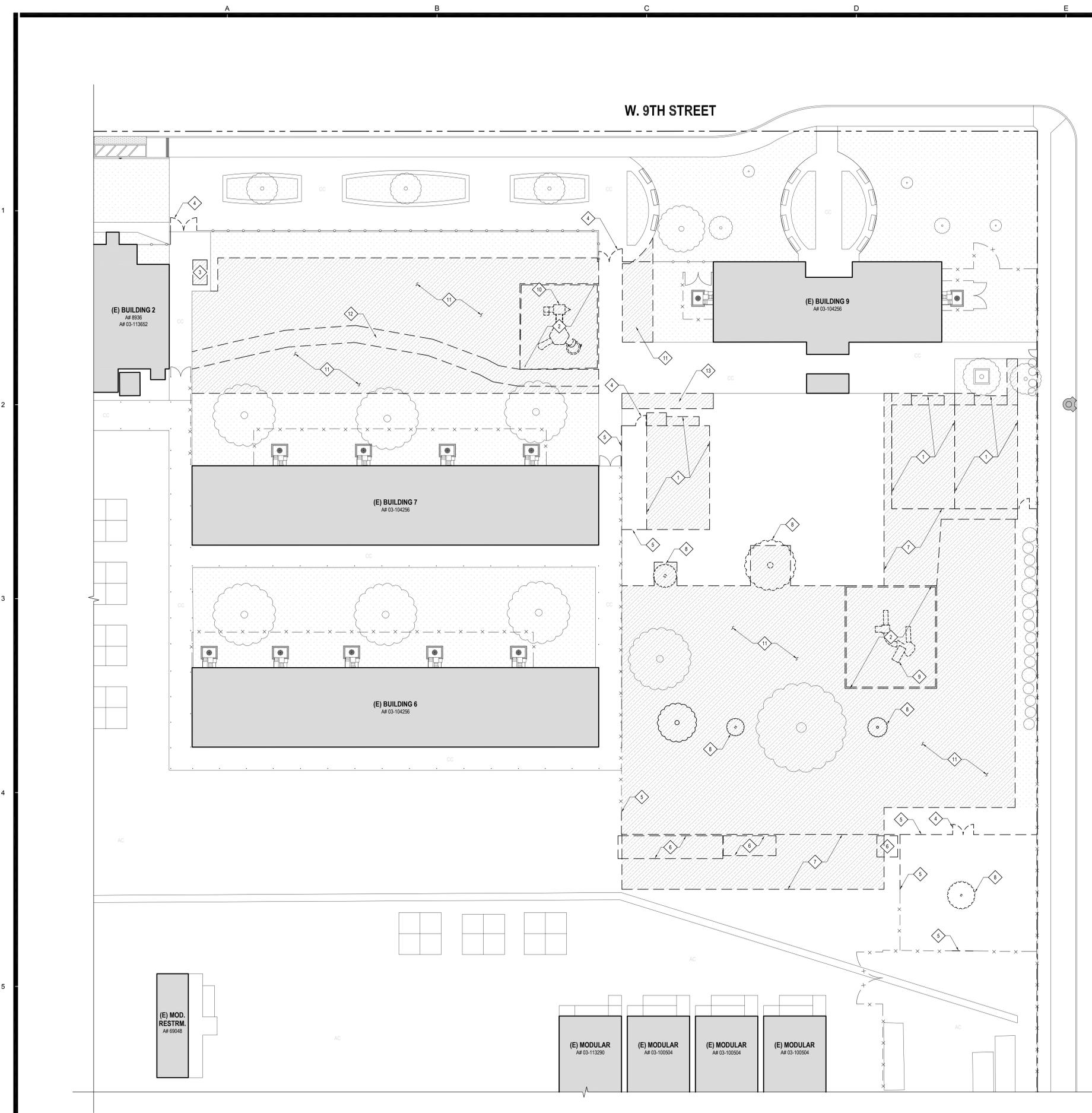
Date
04-07-2023

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FIRE ACCESS SITE PLAN

SCALE: 1" = 40'-0"



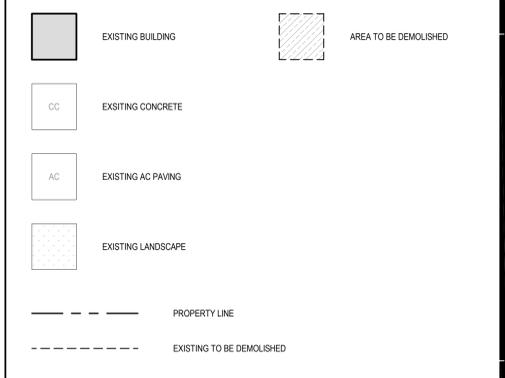


GENERAL DEMOLITION NOTES

1. REFER TO STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL APPLICABLE SCOPE OF WORK.
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PTN_00000-00 APPL_00-000000

DEMOLITION LEGEND



DEMOLITION KEY NOTES

1. REMOVE (E) MODULAR BUILDING AND RAMP ACCESS IN THEIR ENTIRETY
2. REMOVE (E) PLAYGROUND, SURFACE MATERIAL AND CONC. CURB IN THEIR ENTIRETY
3. REMOVE (E) SHED STRUCTURE IN ITS ENTIRETY
4. REMOVE (E) CHAINLINK GATE IN ITS ENTIRETY
5. REMOVE PORTION OF (E) CHAINLINK FENCE
6. REMOVE & RELOCATE (E) STORAGE CONTAINER. SEE SHEET A1.03 FOR (N) LOCATION
7. REMOVE PORTION OF (E) ASPHALT PAVING
8. REMOVE (E) TREE IN ITS ENTIRETY
9. REMOVE (E) PLAY STRUCTURE IN ITS ENTIRETY
10. REMOVE AND RELOCATE (E) PLAY STRUCTURE
11. REMOVE (E) LANDSCAPE AND (E) IRRIGATION, WHERE OCCURS, IN THEIR ENTIRETY. PREPARE AREA AS REQ'D TO RECEIVE (N) CONSTRUCTION
12. REMOVE (E) DECOMPOSED GRANITE WALKWAY IN ITS ENTIRETY. PREPARE AREA AS REQ'D TO RECEIVE (N) CONSTRUCTION
13. SAWCUT & REMOVE (E) CONCRETE PAVING IN ITS ENTIRETY. PREPARE AREA AS REQ'D TO RECEIVE (N) CONSTRUCTION

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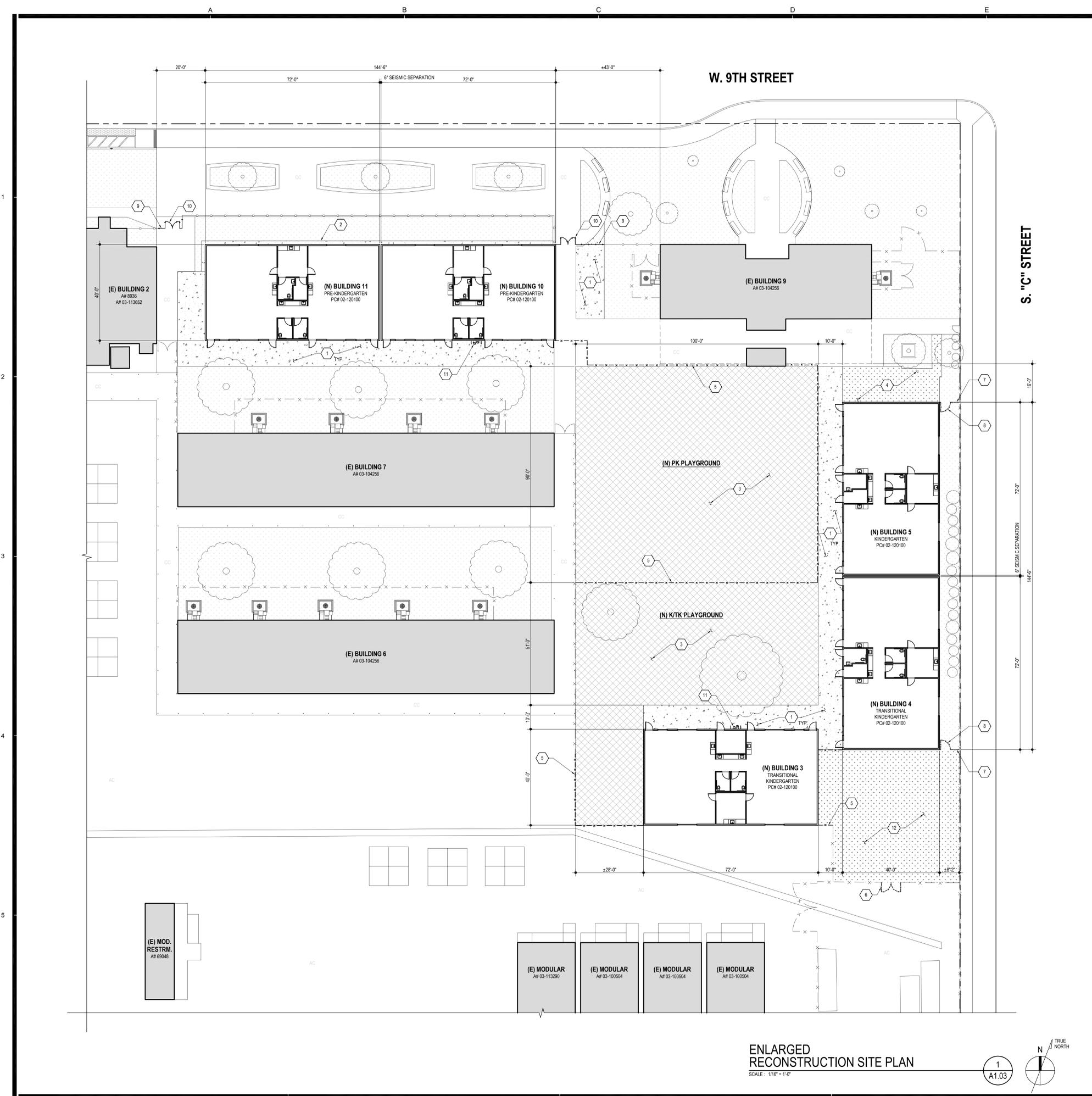
ENLARGED
DEMOLITION
SITE PLAN

Job No.
3057.0000

Date
04-07-2023

A1.02

ENLARGED DEMOLITION SITE PLAN
SCALE: 1/16" = 1'-0"



GENERAL RECONSTRUCTION NOTES

1. REFER TO STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL APPLICABLE SCOPE OF WORK.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

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RECONSTRUCTION LEGEND

	EXISTING BUILDING		NEW BUILDING
	EXISTING CONCRETE		NEW CONCRETE
	EXISTING AC PAVING		NEW AC PAVING
	EXISTING LANDSCAPE		
	PROPERTY LINE		
	EXISTING CHAINLINK FENCE		
	NEW CHAINLINK FENCE		

RECONSTRUCTION KEY NOTES

- 1 (N) CONCRETE WALKWAY/PAVING
- 2 (N) 18" WIDE CONCRETE MOW STRIP
- 3 (N) AC PAVING. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
- 4 (N) LANDSCAPING AREA. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
- 5 (N) 3'-0" HIGH CHAINLINK FENCE
- 6 (N) PAIR OF 4'-0" WIDE X 3'-6" HIGH CHAINLINK GATE
- 7 (N) 7'-0" HIGH CHAINLINK FENCE
- 8 (N) 3'-0" WIDE X 7'-0" HIGH CHAINLINK GATE
- 9 (N) ORNAMENTAL METAL FENCE TO MATCH (E)
- 10 (N) PAIR OF 3'-0" WIDE ACCESSIBLE ORNAMENTAL METAL GATE TO MATCH (E)
- 11 (N) ACCESSIBLE HI-LO DRINKING FOUNTAIN
- 12 (N) DETENTION BASIN. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION

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OXNARD SCHOOL DISTRICT

DRIFILL ELEMENTARY SCHOOL

PK / K / TK MODULAR BUILDINGS

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ENLARGED RECONSTRUCTION SITE PLAN

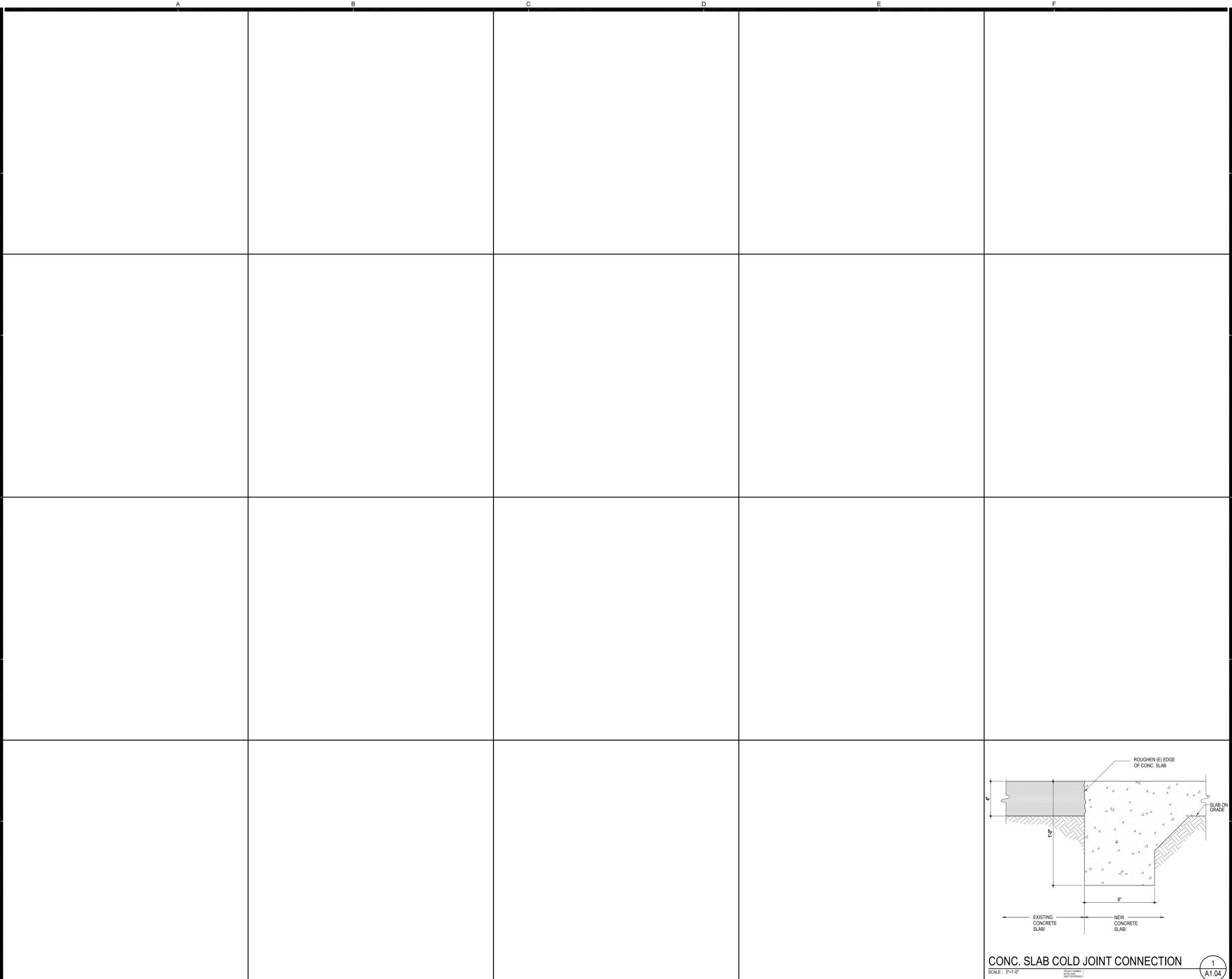
Job No. 3057 0000

Date 04-07-2023

1 A1.03

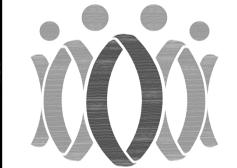
TRUE NORTH

ENLARGED RECONSTRUCTION SITE PLAN
SCALE: 1/16" = 1'-0"



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OXNARD SCHOOL DISTRICT
DRIFILL ELEMENTARY SCHOOL
PK / K / TK MODULAR BUILDINGS
910 SOUTH "E" STREET
OXNARD, CA 93030

SITE PLAN
DETAILS

Job No. 3057.0000
Date 04-07-2023
A1.04

CONC. SLAB COLD JOINT CONNECTION
SCALE: 3/4"=1'-0"

1
A1.04

APPLICABLE CODE: 2022 CBC

MEP COMPONENT ANCHORAGE NOTE

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA-APPROVED CONSTRUCTION DOCUMENTS...

- 1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G., HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER...

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE...

- A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVING A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURE ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA...

PIPING, DUCTWORK AND ELECTRICAL DISTRIBUTION SYSTEM BRACING

PIPING, DUCTWORK AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8; AND 2019 CBC, SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G., HCAI OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS...

ELECTRICAL DISTRIBUTION SYSTEMS (E):

DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

APPLICABLE CODE REQUIREMENTS

PERFORMANCE OF THE WORK OF THIS CONTRACT SHALL CONFORM TO THE REQUIREMENTS OF APPLICABLE GOVERNING CODES AND ORDINANCES INCLUDING THE FOLLOWING:

- 2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24, C.C.R.
2022 CALIFORNIA BUILDING CODE, PART 2, TITLE 24 C.C.R. (2020 IBC, VOLUMES 1-3 WITH CALIFORNIA AMENDMENTS)
2022 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24 C.C.R. (2020 N.E.C. WITH CALIFORNIA AMENDMENTS)
2022 CALIFORNIA MECHANICAL CODE, PART 4, TITLE 24 C.C.R (2020 U.M.C. WITH CALIFORNIA AMENDMENTS)
2022 CALIFORNIA PLUMBING CODE, PART 5, TITLE 24 C.C.R. (2020 U.P.C. WITH CALIFORNIA AMENDMENTS)
2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
2019 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2012 I.F.C. WITH CALIFORNIA AMENDMENTS)
2019 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. TITLE 19 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
NFPA 13 AUTOMATIC SPRINKLER SYSTEM -----2022 EDITION
NFPA 14 STANDPIPE SYSTEM -----2019 EDITION
NFPA 17A WET CHEMICAL SYSTEM -----2021 EDITION
NFPA 24 PRIVATE SERVICE MAINS -----2022 EDITION
NFPA 72 NATIONAL FIRE ALARM CODE -----2022 EDITION (NOTE SEE UL STANDARDS 1971 FOR ("VISUAL DEVICES"))

GENERAL NOTES

- 1. VISIT JOB SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BID.
2. THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2019 CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES WHERE PLANS CALL FOR A HIGHER STANDARD THAN APPLICABLE CODES, THE PLANS SHALL GOVERN.
3. CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD TO SUIT FIELD CONDITIONS.
4. ALL ELECTRICAL EQUIPMENT, APPLIANCES AND LIGHTING FIXTURES SHALL BE LISTED BY A RECOGNIZED TEST LAB AND BEAR THAT LABEL OF APPROVAL.
5. CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
6. FURNISH DISCONNECT SWITCHES AT REMOTE MOTORS.
7. ALL SPACES AS INDICATED ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARE AND BUSHING FOR FUTURE BREAKER OR SWITCH.
8. CHECK ARCHITECTURAL PLANS FOR DOOR SWINGS BEFORE INSTALLING SWITCH OUTLETS.
9. GROUNDING AND BONDING SHALL BE PER CODE PLUS ANY ADDITIONAL PROVISIONS SPECIFIED OR SHOWN ON DRAWINGS.
10. ALL CONDUIT RUNS SHALL CONTAIN A CODE SIZED GREEN GROUND WIRE.
11. THESE PLANS ARE NOT COMPLETE UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION.
12. ALL CONDUCTORS SHALL BE IN CONDUIT.
13. ALL CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSULATION.

ACCESSIBILITY NOTES

Installation of switches, outlets and controls to reflect the accessibility requirements of the 2019 CBC Chapters 11A and 11B for Accessibility.

- 1. CBC 11B-308.1.1 Electrical controls and switches intended to be used by the occupant of a room or area shall be located within the allowable reach ranges. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
2. CBC 11B-308.1.2 Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located in the allowable reach range. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
3. CBC 11B-308.2.1 High forward reach that is unobstructed shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above finish floor or ground.
4. CBC 11B-308.2 Forward Reach Obstructed - Electrical receptacle outlets shall be located no more than 44 inches measured from the top of the receptacle outlet box when the obstruction is over 20" and does not exceed 25". When the depth is less than 20" height can be increased to 48". (desk counters)
5. CBC 11B-308.3 Side Reach Obstructed - Electrical receptacle outlets shall be located no more than 46 inches measured from the top of the receptacle outlet box when the obstruction is over 10" and does not exceed 24". When the depth is less than 10" height can be increased to 48".
6. Overhang light fixtures or wall fixtures projecting more than 4" from the wall surface shall be a minimum of 80" above the walking surface.

SYMBOLS

Legend of symbols for electrical components including: CONDUIT EXISTING, CONDUIT CONCEALED IN WALL OR CEILING, CONDUIT CONCEALED UNDER FLOOR OR BELOW GRADE, CONDUIT STUBBED OUT AND CAPPED, CONDUIT TURNED UP, CONDUIT TURNED DOWN, HATCH MARKS INDICATE NO. OF #12 WIRES IN CODE SIZED CONDUIT, SANGLUT, GROUND CONNECTION, DISTRIBUTION SWITCHBOARD OR PANEL, PANEL, BRANCH CIRCUIT TYPE, SURFACE AND FLUSH SIGNAL TERMINAL CABINET, SURFACE & FLUSH, LINEAR SURFACE FIXTURE, OUTLET DATA, RECESSED FIXTURE WITH JUNCTION BOX FOR THRU WIRING, EXIT LIGHT WITH ARROWS AS SHOWN ON PLANS, WALL AND CEILING MOUNT, LOW LEVEL EXIT SIGN, LIGHT FIXTURE DESIGNATION, MECHANICAL EQUIPMENT DESIGNATION, SPECIAL RECEPTACLE, METER, FLUSH FLOOR RECEPTACLE, RECEPTACLE, DUPLEX, 15A, 125V, NEMA 5-15R +18" UNO, DUPLEX RECEPTACLE MTP, ABOVE BACKSLASH, DUPLEX RECEPTACLE W/LOWER HALF SWITCHED, GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE, DOUBLE DUPLEX RECEPTACLE, CEILING RECEPTACLE, RECEPTACLE, DUPLEX, 20A, 125V, NEMA 5-20R +18" UNO, JUNCTION BOX 4" SQUARE, 1-1/2" DEEP UNO, THERMOSTAT F.D.O. +48", MOTOR, NO. INDICATES HORSEPOWER, CLOCK OUTLET +7-6" UNO, DISCONNECT SWITCH, NON-FUSED, DISCONNECT SWITCH FUSED HORSEPOWER RATED OR SIZED AS NOTED, COMBINATION MAGNETIC STARTER WITH DISCONNECT SWITCH AND FUSES, MAGNETIC MOTOR STARTER W/OVERLOADS IN EACH PHASE, DIMMER W/INTEGRAL "ON-OFF" SW., PUSHBUTTON, PHOTOCELL, SMOKE DETECTOR, TELEPHONE/COMPUTER/DATA OUTLET, TWO GANG BOX W/1 GANG COVERPLATE & GROMMETTED OPENING +18" UNO, CABLE TV OUTLET +18" UNO, MOTION SENSOR, EXISTING SWITCH, SINGLE POLE SWITCH, DOUBLE POLE SWITCH, THREE WAY SWITCH, SWITCH W/PILOT LT., MANUAL MOTOR STARTER, FIRE ALARM CONTROL PANEL, GFI, LST, LABOR SAVING TANDEM, MAIN LUGS ONLY, WITH, C.O., CONDUIT ONLY, WEATHERPROOF, FURNISHED BY OTHERS, INSTALL & CONNECT UNLESS NOTED OTHERWISE, NATIONAL ELECTRICAL CODE NOT IN CONTRACT, EXISTING, NEW, REMOVE, RELOCATE, SURFACE MOUNT, UNDERGROUND, COLD WATER PIPE, ABOVE FINISHED FLOOR, HEATING AND AIR CONDITIONING RATED CIRCUIT BREAKER, NIGHT LIGHT.

NOTE: NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.

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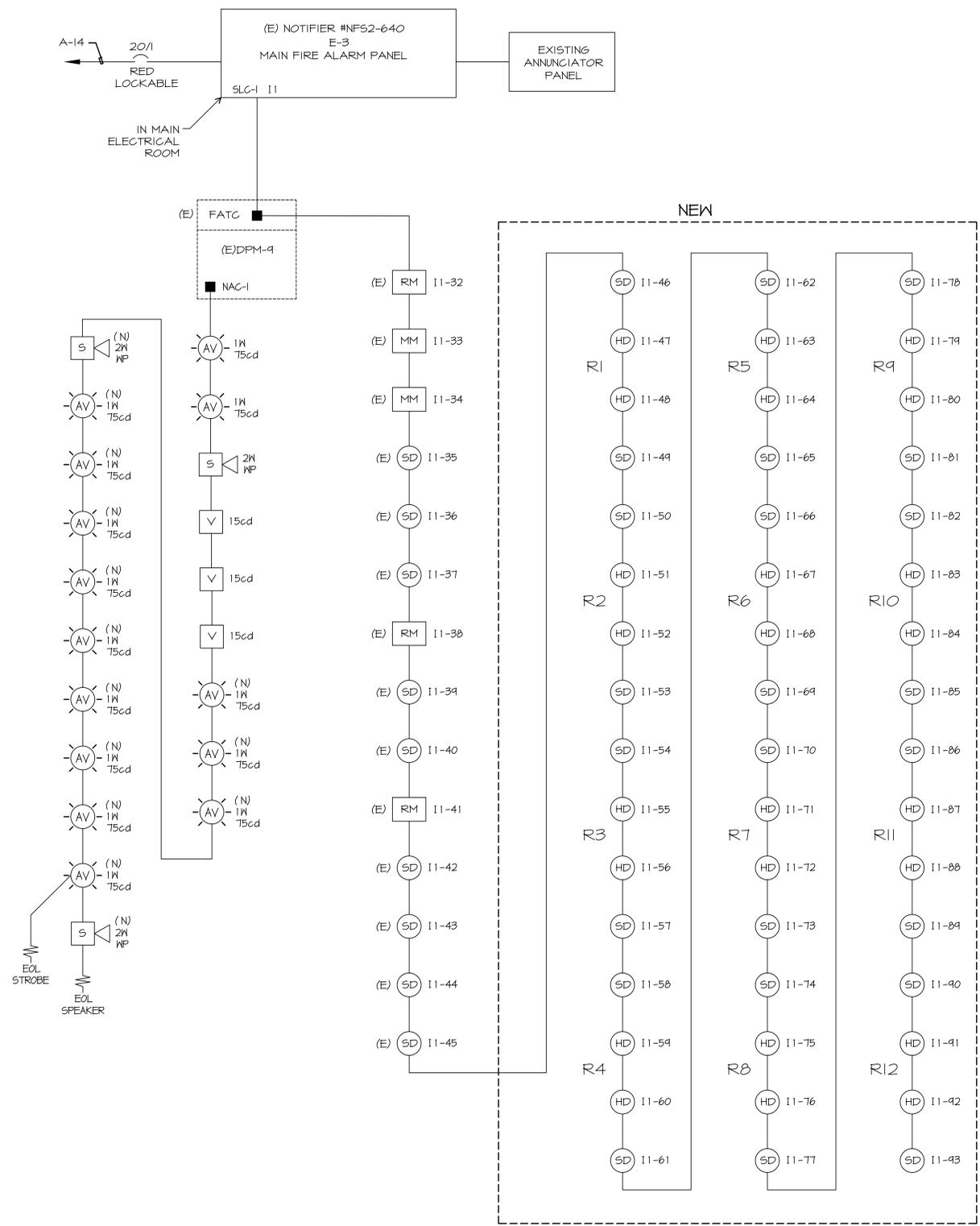
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NOTES AND SYMBOLS

Job No: 3057.0000
Date: 00-00-0000
E-0.01



FIRE ALARM RISER DIAGRAM
SCALE: NONE

FIRE ALARM NOTES

1. APPLICABLE STANDARD NFPA 72, AS ADOPTED AND AMENDED IN CBC CHAPTER 35.
2. INSTALLATION OF THE SYSTEMS SHALL NOT BE STARTED UNTIL DETAILED DESIGN DOCUMENTS AND SPECIFICATION, INCLUDING STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT OF THE SYSTEM HAS BEEN APPROVED BY DSA.
3. UPON COMPLETION OF SYSTEM INSTALLATION, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF A DSA PROJECT INSPECTOR.
4. A STAMPED SET OF APPROVED FIRE ALARM DESIGN DOCUMENTS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF DSA AND THE ARCHITECT/ENGINEER OF THE PROJECT.
6. DSA, ARCHITECT/ENGINEER AND OWNER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE FINAL INSPECTION AND/OR TESTING.
7. ALL PENETRATIONS THROUGH RATED ASSEMBLIES REQUIRING OPENING PROTECTION SHALL BE PROVIDED WITH A PENETRATION FIRE STOP SYSTEM AS IDENTIFIED IN CBC CHAPTER 7.11. OR OTHER APPROVED LAB TESTING CRITERIA. APPROVED TYPES OF MATERIALS SHALL BE IDENTIFIED WITHIN THE PROJECT SPECIFICATIONS WITHIN THE FIRE ALARM SECTION.
8. WALL MOUNTED VISIBLE NOTIFICATION DEVICES SHALL HAVE THEIR BOTTOMS MOUNTED AT 80A MINIMUM AND 96A MAXIMUM FROM FINISHED FLOOR.
9. WALL MOUNTED AUDIBLE NOTIFICATION DEVICES SHALL HAVE THEIR TOPS MOUNTED AT 90A MINIMUM AND 100A MAXIMUM FROM FINISHED FLOOR AND NO CLOSER THAN 6A TO A HORIZONTAL STRUCTURE.
10. AUDIBLE DEVICES SHALL PROVIDE A SOUND PRESSURE LEVEL OF 15 DECIBELS (DBA) ABOVE THE AVERAGE AMBIENT SOUND LEVEL OR FIVE DBA ABOVE THE MAXIMUM SOUND LEVEL HAVING A DURATION OF AT LEAST 60 SECONDS, WHICHEVER IS GREATER, IN EVERY OCCUPIABLE SPACE WITHIN THE BUILDING.
11. AUDIBLE DEVICES SHALL BE SYNCHRONIZED TEMPORAL CODE 3 PATTERN.
12. THE CONTRACTOR SHALL ADJUST/INSTALL ALL DEVICES TO MAXIMIZE PERFORMANCE AND TO MINIMIZE FALSE ALARMS.
13. VISIBLE DEVICES SHOULD NOT EXCEED TWO FLASHES PER SECOND AND SHOULD NOT BE SLOWER THAN ONE FLASH EVERY SECOND. THE DEVICE SHALL HAVE A PULSING LIGHT SOURCE NOT LESS THAN 15 CANDELLA. VISIBLE DEVICES WITHIN 55' FROM EACH OTHER SHALL BE SYNCHRONIZED.
14. UNDERGROUND AND EXTERIOR CONDUITS TO HAVE WATER TIGHT FITTINGS AND WIRE TO BE APPROVED FOR WET LOCATIONS.
15. ALL FIRE ALARM WIRING SHALL BE FPLOR FPLP (FIRE POWER LIMITED OR FIRE POWER LIMITED PLENUM AS REQUIRED FOR APPLICATION. WIRING IN CONDUIT ABOVE GROUND MAY BE TYPE THHN OR THWN.
16. PER CEC STANDARDS, ALL WIRING TO BE PULLED THROUGH EACH JUNCTION BOX AND CONNECTED DIRECTLY TO EACH FIRE DEVICE. DO NOT SPLICE THE WIRE. ALL BOXES TO BE SIZED PER CEC.
17. SMOKE DETECTORS SHALL NOT BE ANY CLOSER THAN 1A FROM FIRE SPRINKLERS OR 3' FROM ANY SUPPLY DIFFUSER, IN AREA OF CONSTRUCTION OR POSSIBLE DAMAGE/CONTAMINATION ON NEWLY INSTALLED FIRE ALARM DEVICES SHALL BE COVERED UNTIL THAT AREA IS READY TO BE TURNED OVER TO THE OWNER.
18. ALL FIRE ALARM CIRCUITS SHALL BE IN CONDUIT, SURFACE RACEWAY OR OPEN RUN ABOVE CEILINGS, UNDER FLOORS AND IN WALLS IN A NEAT AND PROTECTED MANNER AS INDICATED ON DESIGN DOCUMENTS. EXPOSED CIRCUITS ARE ONLY PERMITTED WHEN NOTED AS EXPOSED ON DESIGN DOCUMENTS.
19. FIRE ALARM PANEL, REMOTES, AND COMPONENTS SHALL BE SECURED TO MOUNTING SURFACES PER MANUFACTURERS SPECIFICATIONS. NO SINGLE DEVICE SHALL EXCEED 20 LBS. WITHOUT SPECIAL MOUNTING DETAILS.
20. A DEDICATED BRANCH CIRCUIT SHALL BE PROVIDED FOR FIRE ALARM EQUIPMENT. THIS CIRCUIT SHALL BE ENERGIZED FROM THE COMMON USE AREA PANEL AND SHALL HAVE NO OTHER OUTLETS. THE BREAKER SHALL HAVE A RED LOCKING DEVICE TO BLOCK THE HANDLE IN THE ON POSITION. THE CIRCUIT BREAKER SHALL BE LABELED FIRE ALARM CIRCUIT CONTROL A CIRCUIT ID TO BE LABELED AT FIRE PANEL/EXTENDERS.
21. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETED SYSTEM RECORD OF COMPLETION PER NFPA 72, FIGURE 17.3.2.
22. FIRE ALARM CONTROL PANELS AND REMOTE ANNUNCIATORS SHALL BE INSTALLED WITH THEIR BOTTOMS MOUNTED AT 48A ABOVE THE FINISHED FLOOR.
23. MICROPHONES ASSOCIATED WITH EMERGENCY VOICE ALARM COMMUNICATION SYSTEMS (EVAC) SHALL BE ACCESSIBLE FOR USE, INSTALLED IN COMPLIANCE WITH CBC SECTIONS 11B-305 AND 11B-308.
24. THE INSTALLING CONTRACTOR SHALL PROVIDE SYSTEM PROGRAMMING FOR SUPERVISORY MONITORING PER CBC SECTION 901.6.2.
25. SUPERVISORY MONITORING SHALL BE TESTED AND VERIFIED AS SENDING CORRECT SIGNALS IN CONJUNCTION WITH FINAL ACCEPTANCE TEST.
26. OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING A FIRE SYSTEM MONITORING CONTRACT OR PROVISIONS.

FIRE WATCH, FIRE MARSHAL REQUIREMENTS;
REQUIREMENTS FOR DISABLING THE FIRE ALARM SYSTEM;

1. AS REQUIRED BY THE 2016 CALIFORNIA FIRE CODE, SECTION 901.7, STANDBY PERSONNEL OR SYSTEMS TEMPORARILY "OUT OF SERVICE" THE LOCAL FIRE MARSHAL IS AUTHORIZED TO REQUIRE THE CONTRACTOR TO PROVIDE STANDBY PERSONNEL AS SET FORTH IN THESE SECTIONS, UNTIL THE SYSTEM IS RESTORED TO OPERATION.
2. SUCH INDIVIDUAL SHALL BE SUBJECT TO THE LOCAL FIRE MARSHAL'S ORDER AT ALL TIMES WHEN SO EMPLOYED AND SHALL REMAIN ON DUTY DURING THE TIME SUCH PLACES ARE OPEN TO THE PUBLIC OR WHEN SUCH PUBLIC ACTIVITY IS BEING CONDUCTED. FIRE WATCH PERSONNEL SHALL BE PROVIDED WITH AT LEAST ONE APPROVED MEANS FOR NOTIFICATION OF THE FIRE DEPARTMENT.
3. SUCH INDIVIDUALS SHALL KEEP A DILIGENT WATCH FOR FIRES AND BE ABLE TO TAKE PROMPT AND APPROPRIATE ACTION IN THE EVENT OF A FIRE. SUCH INDIVIDUALS SHALL NOT BE REQUIRED OR PERMITTED, WHILE ON DUTY, TO PERFORM ANY OTHER DUTIES THAN THESE HEREIN SPECIFIED.

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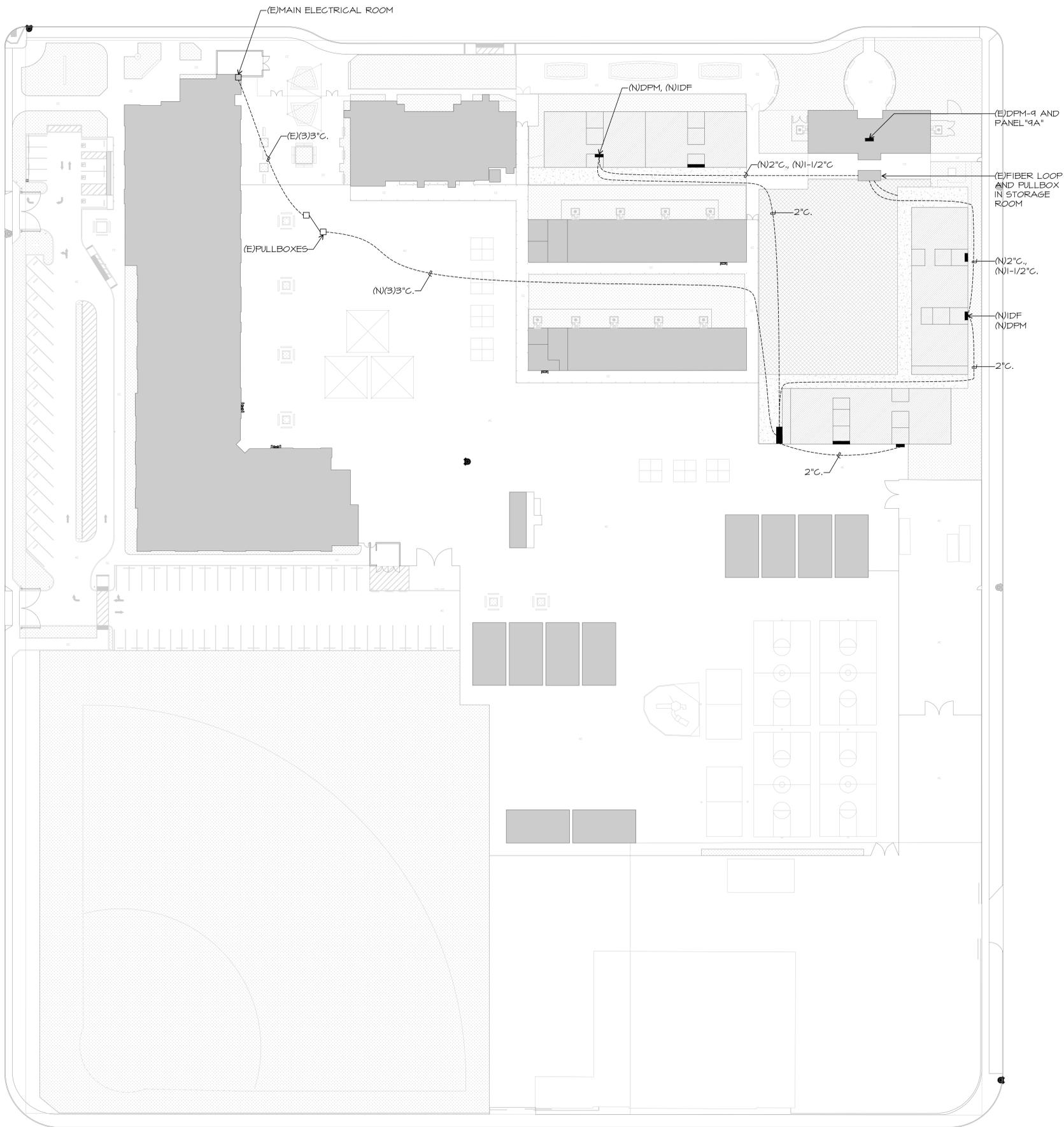
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**FIRE ALARM RISER
DIAGRAM AND
PANEL SCHEDULES**

Job No. 3057.0000
Date 00-00-0000
E-0.04

(E) MAIN SWITCHBOARD
(E) MAIN FIRE ALARM PANEL



ELECTRICAL SITE PLAN

SCALE: 1/32" = 1'-0"

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ELECTRICAL SITE PLAN

Job No.

3057.0000

Date

00-00-0000

E-1.00

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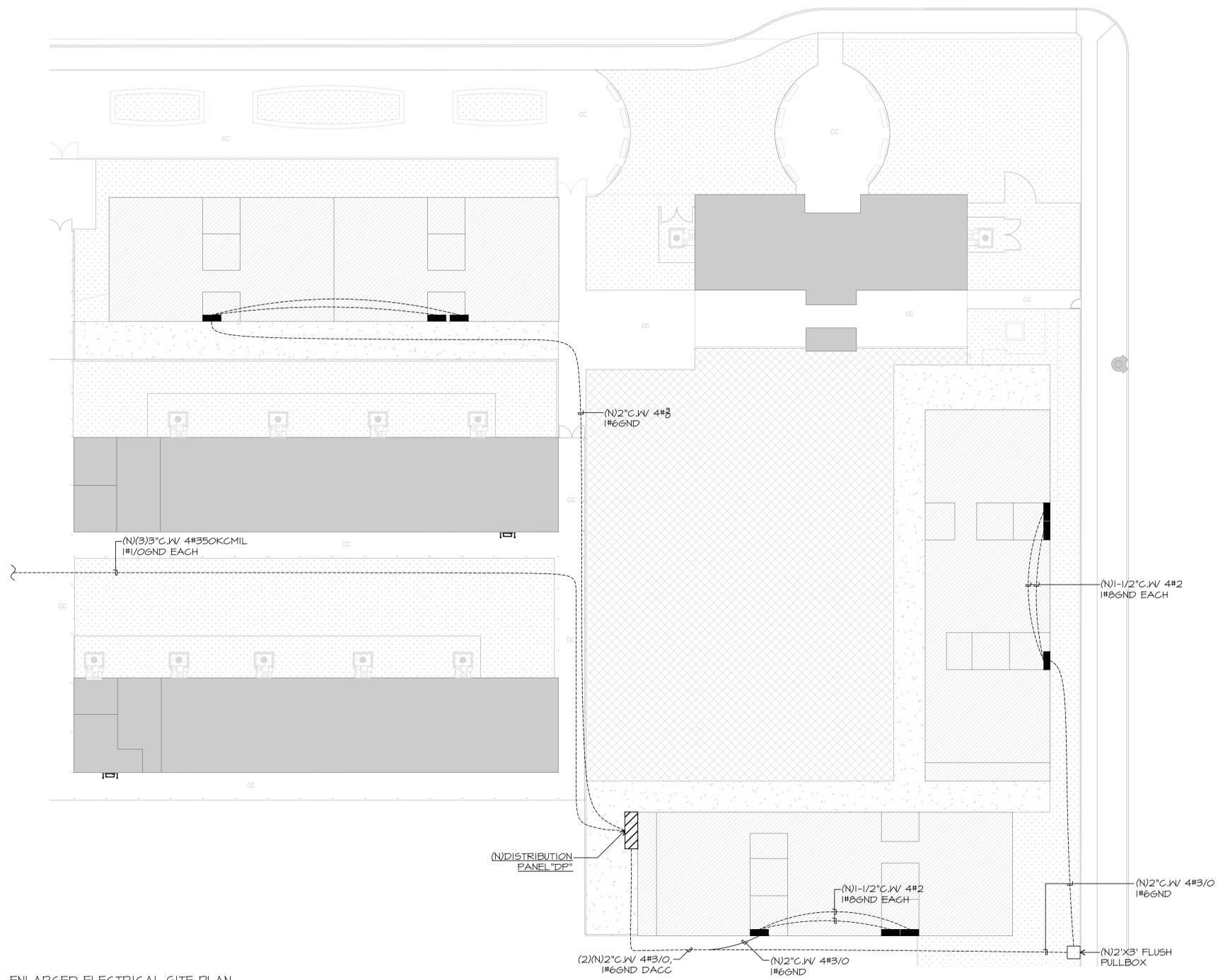
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ENLARGED ELECTRICAL SITE PLAN

SCALE: 1/16" = 1'-0"

AGENCY

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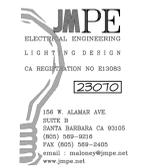
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ENLARGED ELECTRICAL SITE PLAN

Job No.

3057.0000

Date

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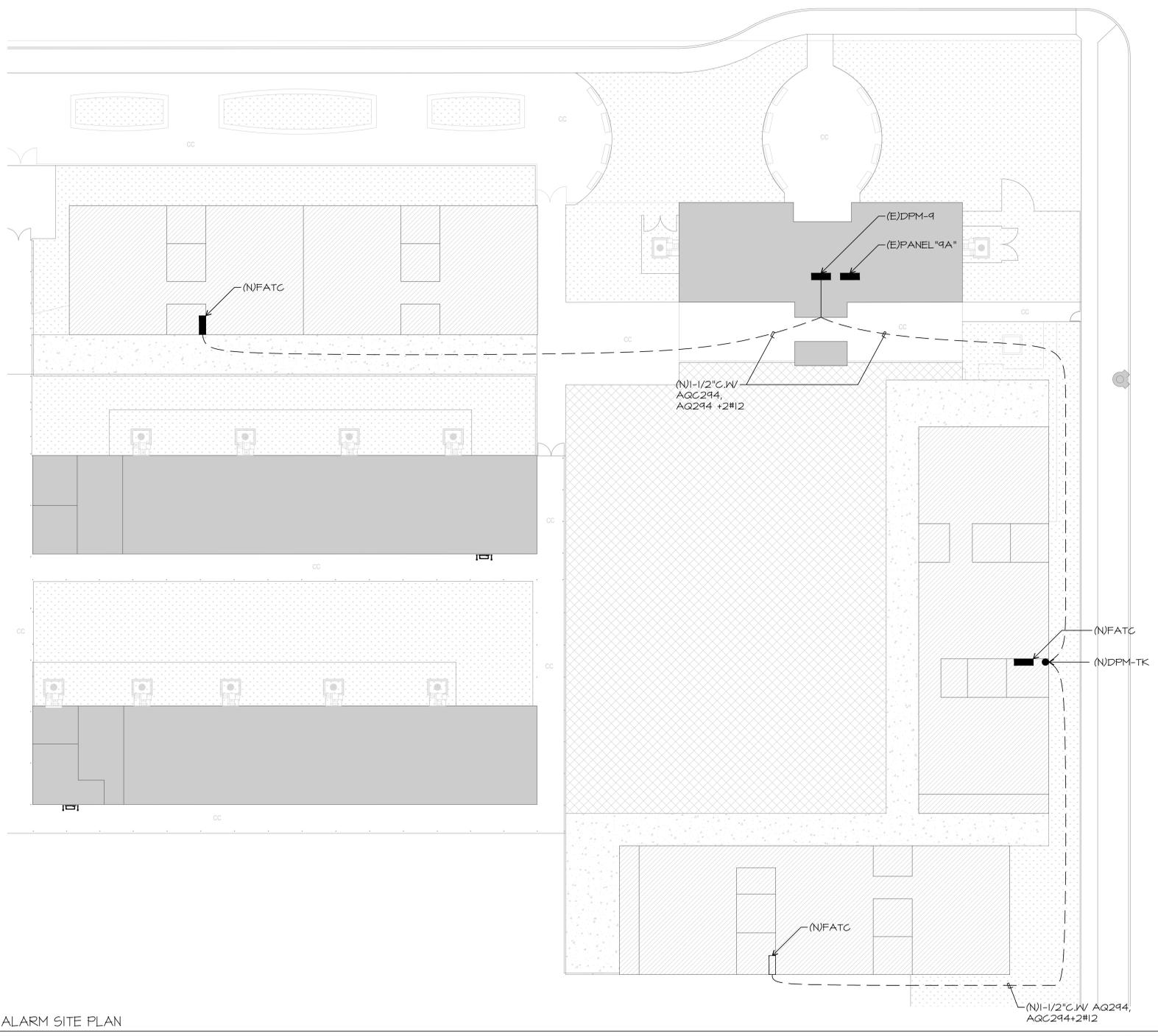
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FIRE ALARM SITE PLAN

SCALE: 1/16" = 1'-0"

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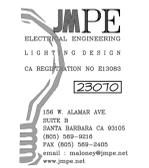
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FIRE ALARM SITE PLAN

Job No. 3057.0000

Date 00-00-0000

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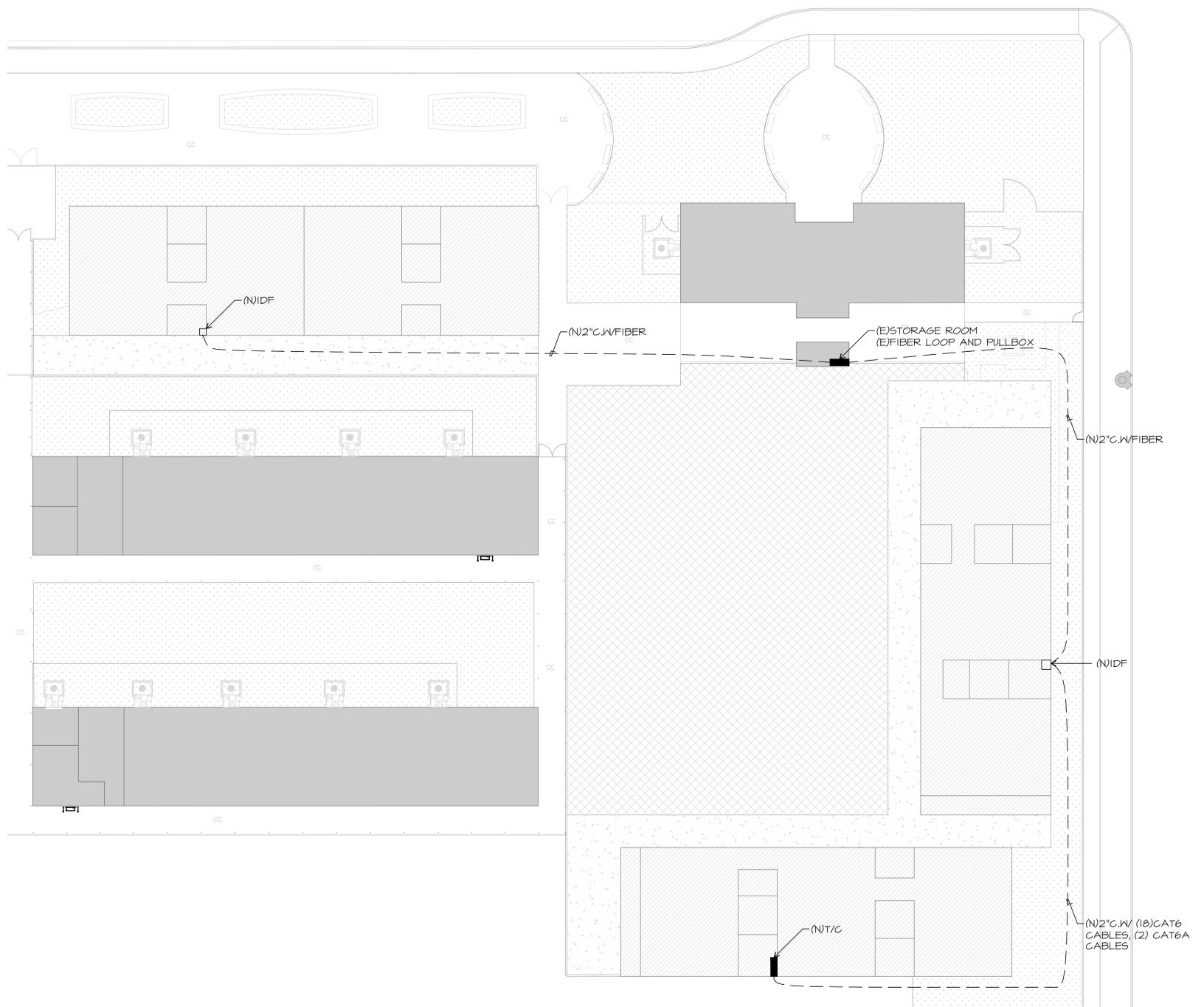
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DATA/COMM SITE PLAN

SCALE: 1/16" = 1'-0"

AGENCY

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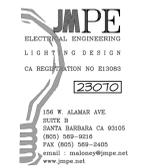
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DATA/COMM SITE PLAN

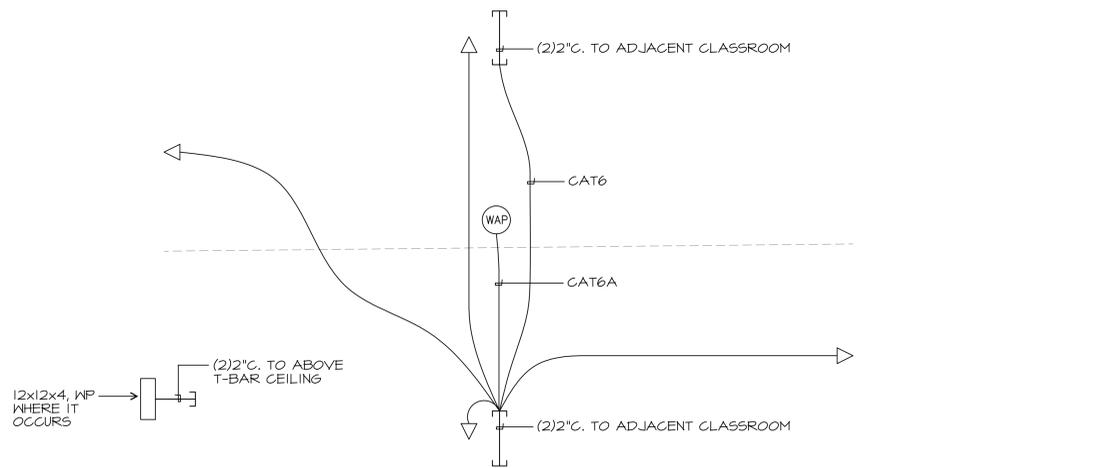
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Date

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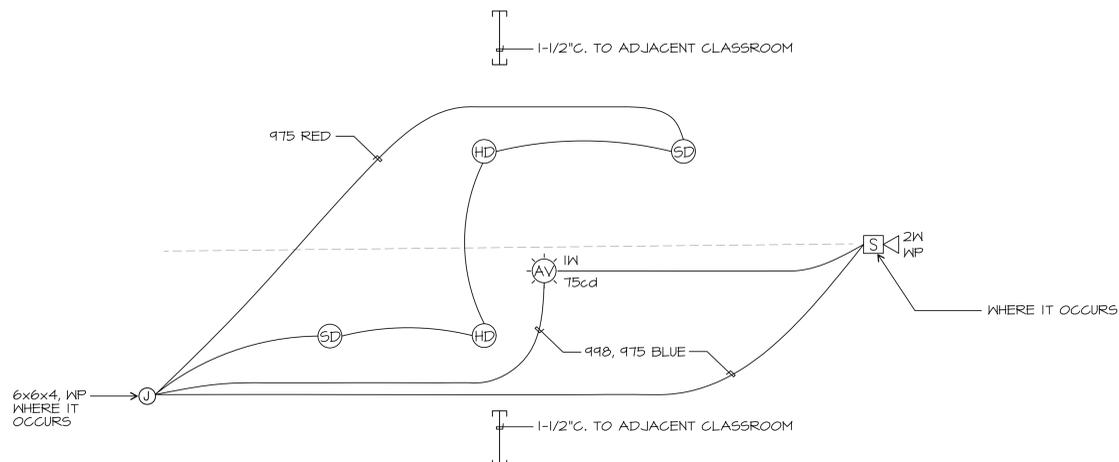
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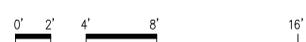
1 TYPICAL RELOCATABLE CLASSROOM DATA/COMM PLAN



SCALE: 1/4" = 1'-0"



1 TYPICAL RELOCATABLE CLASSROOM FIRE ALARM PLAN



SCALE: 1/4" = 1'-0"



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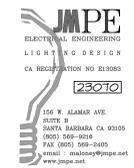
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Revisions

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT
DRIFILL ELEMENTARY SCHOOL
PK / TK MODULAR BUILDINGS
910 SOUTH "E" STREET
OXNARD, CA 93030

ENLARGED FIRE ALARM PLAN & DATA/COMM PLAN

Job No. 3057.0000

Date 00-00-0000

E-2.00

SECTION 26 00 00 - ELECTRICAL

PART 1 - GENERAL

1.1 IDENTIFICATION OF EQUIPMENT

- A. DISTRIBUTION PANELBOARDS: IDENTIFICATION SHALL BE WITH 1" X 4" LAMINATED, WHITE ON BLACK, MICARTA NAMEPLATES ON EACH MAJOR COMPONENT, EACH WITH NAME AND/OR NUMBER OF UNIT AND OTHER PERTINENT DATA AS REQUIRED. EMERGENCY POWER DISTRIBUTION PANELS SHALL BE IDENTIFIED WITH WHITE ON RED MICARTA NAMEPLATES. LETTERS SHALL BE NO LESS THAN 3/8" HIGH.
- B. CIRCUIT BREAKERS SHALL BE IDENTIFIED BY NUMBER AND NAME WITH 3/4" X 1-1/2" LAMINATED MICARTA NAMEPLATES WITH 3/16" HIGH LETTERS MOUNTED ADJACENT TO CIRCUIT BREAKER OR SWITCH.
- C. MISCELLANEOUS EQUIPMENT (ELECTRICAL), SUCH AS INDIVIDUALLY MOUNTED SAFETY SWITCHES, STARTERS, STEP-DOWN TRANSFORMERS, PULL BOXES, JUNCTION BOXES, ETC., SHALL BE IDENTIFIED AS REQUIRED BY THE USE OF SUCH EQUIPMENT WITH P-TOUCH LABELS AS REQUIRED.

1.2 ARC FLASH LABELING

- A. ALL PANELS, CIRCUIT BREAKER ENCLOSURES, SWITCHBOARDS AND MOTOR CONTROL CENTERS SHALL BE LABELED WITH ARC FLASH WARNING STICKERS.

B THESE LABELS SHALL CONTAIN THE FOLLOWING:

- 1. ARC FLASH BOUNDARY
 - 2. MINIMUM ARC RATING
 - 3. PERSONAL PROTECTIVE EQUIPMENT LEVEL, PPE
 - 4. SHOCK HAZARD LEVEL
 - 5. FAULT CURRENT
- 1.3 MOUNTING

- A. PROVIDE MATERIALS AND ACCESSORIES NECESSARY TO PROPERLY MOUNT AND SECURE EQUIPMENT FURNISHED AND/OR INSTALLED UNDER THE ELECTRICAL WORK. THIS INCLUDES BUT IS NOT LIMITED TO SUCH ITEMS AS CONDUIT, OUTLETS, JUNCTION BOXES, SWITCHES, RELAYS, DISCONNECT SWITCHES, LIGHTING FIXTURES, CABINETS, AND TRANSFORMERS.

PART 2 - PRODUCTS AND EXECUTION

2.1 CONDUIT

A. RIGID STEEL CONDUIT:

- 1. RIGID STEEL CONDUIT SHALL HAVE ZINC COATED EXTERIOR, ZINC OR ENAMEL INTERIOR, STANDARD WEIGHT, ZINC COATED COUPLINGS, LOCKNUTS AND BUSHINGS AND SHALL BEAR THE U.L. LABEL. RIGID CONDUIT SHALL NOT BE INSTALLED UNDERGROUND.
- 2. USE RIGID CONDUIT ONLY FOR EXPOSED EXTERIOR CONDUIT RUNS, WHEREVER SUBJECT TO PHYSICAL DAMAGE, OR WHERE SPECIFICALLY CALLED FOR ON THE DRAWINGS OR REQUIRED BY A SERVING UTILITY.
- 3. INTERMEDIATE METALLIC CONDUIT (I.M.C.) MAY BE USED IN LIEU OF RIGID STEEL CONDUIT.
- 4. USE LIQUID_TIGHT FLEXIBLE CONDUIT IN LIEU OF FLEXIBLE CONDUIT FOR WET, DAMP, OR OUTDOOR AREAS OR WHERE WEATHERPROOF FLEXIBLE CONDUIT IS CALLED FOR ON THE DRAWINGS OR BY CODE.

B. PLASTIC CONDUIT:

- 1. PLASTIC CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE (PVC) UNDERWRITER'S APPROVAL, SCHEDULE 40. CONNECTIONS AND FITTINGS SHALL BE "OUTSIDE" TYPE ASSEMBLED IN ACCORDANCE WITH THE RECOMMENDED METHODS OF THE MANUFACTURER.
- 2. UNDERGROUND PVC CONDUIT SHALL BE BURIED A MINIMUM OF 24 INCHES BELOW GRADE. WHERE MORE THAN TWO CONDUITS ARE INSTALLED ADJACENTLY UNDERGROUND, USE FACTORY MADE CONDUIT SPACERS.
- 3. PVC CONDUIT SHALL BE USED FOR UNDERGROUND CONDUIT RUNS IN LIEU OF WRAPPED RIGID CONDUIT EXCEPT AS NOTED OTHERWISE ON THE DRAWINGS OR REQUIRED BY THE SERVING UTILITY.
- 4. PROVIDE A CODE SIZE GROUND CONDUCTOR IN EACH CONDUIT.
- 5. ONLY BRAIDED POLYETHYLENE OR SIMILAR PULL ROPE SHALL BE USED.

C. INSTALLATION OF CONDUIT:

1. UNDERGROUND CONDUIT.

- a. KEEP INTERIOR OF CONDUIT CLEAN AND CLEAR. CLEAN UNDERGROUND CONDUITS BY PULLING A MANDREL THROUGH CONDUIT RUN FOLLOWED WITH A SWAB BEFORE PULLING WIRE.
- b. REROUTE CONDUIT FROM LOCATIONS SHOWN ON THE DRAWINGS WHERE IT IS NECESSARY TO CLEAR OBSTRUCTIONS.
- c. PROVIDE JUNCTION OR PULL BOXES WHERE REQUIRED FOR PULLING CONDUCTORS DUE TO EXCESSIVE NUMBER OF BENDS OR LENGTH OF CONDUIT RUNS.
- d. BURY UNDERGROUND CONDUIT, EXCEPT THOSE UNDER BUILDINGS, A MINIMUM OF 24 INCHES BELOW FINISHED GRADE. CONDUITS UNDER ROADWAYS SHALL BE A MINIMUM OF 36 INCHES BELOW FINISHED GRADE. CONDUIT RUNS 3/4 INCH AND SMALLER IN SLABS SHALL BE LOCATED ABOVE VAPOR BARRIERS. BURY CONDUIT RUNS LARGER THAN 3/4 INCH TO A MINIMUM DEPTH OF 12 INCHES BELOW FLOOR SLABS.
- e. STANDARD FACTORY ELLS SHALL NOT BE USED IN UNDERGROUND SERVICE CONDUITS OR OTHER LONG UNDERGROUND RUNS. FIELD BENDS SHALL NOT BE FLATTENED OR KINKED AND SHALL NOT MATERIALLY REDUCE THE INTERNAL DIAMETER OF THE CONDUIT. BENDS IN LONG UNDERGROUND RUNS SHALL BE MADE IN LONG SWEEPING BENDS. DO NOT BEND AT COUPLINGS. APPROVED CONDUIT BENDING METHODS SHALL BE USED.
- f. ALL CONDUIT RUNS SHALL HAVE A CODE SIZE INSULATED GROUNDING CONDUCTOR.
- g. PROPERLY SEPARATE TWO OR MORE CONDUITS INSTALLED UNDERGROUND IN A COMMON CONCRETE ENVELOPE WITH APPROVED FACTORY MADE CONDUIT SPACERS.
- h. LOCATE CONDUIT STUB_OUTS DIMENSIONALLY FROM BUILDING OR CURB LINES ON RECORD DRAWINGS.
- i. PULL WIRES SHALL BE INSTALLED IN EMPTY CONDUITS INCLUDING TELEPHONE CONDUITS AND STUB_OUTS, NO. 12 AWG, TYPE "THWN" INSULATED COPPER WIRE OR 1/8-INCH POLYETHYLENE ROPE SHALL BE USED.

2. EXPOSED/CONCEALED CONDUIT:

- a. PROVIDE SECURE MOUNTING FACILITIES FOR CONDUITS. WIRE OR PLUMBERS TAPE SHALL NOT BE USED FOR HANGING CONDUIT. STRAP SHALL BE FACTORY MADE OF THE ONE HOLE MALLEABLE IRON OR TWO HOLE GALVANIZED CLAMP TYPE.
- b. PROVIDE EXPANSION COUPLINGS WHEREVER CONDUITS CROSS EXPANSION JOINTS.
- c. RUN CONDUIT AT RIGHT ANGLES OR PARALLEL TO STRUCTURAL MEMBERS, WALLS, FLOORS AND CEILINGS. WHERE SEVERAL CONDUITS ARE RUN TOGETHER OR SUSPENDED, THEY SHALL BE HUNG ON UNISTRUT TRAPEZES WITH MINIMUM 3/8-INCH ROD HANGERS.
- d. CUT ENDS OF CONDUIT SQUARE AND REAM TO REMOVE BURRS OR SHARP EDGES. TERMINATE CONDUITS PROPERLY WITH BUSHINGS, LOCKNUTS, ETC. TERMINATE ONE (1) INCH AND LARGER CONDUITS WITH INSULATED BUSHINGS.
- e. RENDER CONDUITS PROJECTING THROUGH THE ROOFING WATERTIGHT BY PROPER FLASHINGS. SECURELY FASTEN A SHEET METAL CAP AND TIGHTEN BANK OR STORM COLLAR TO THE CONDUITS. EXTEND FLASHING A MINIMUM OF SIX (6) INCHES IN ALL DIRECTIONS. COORDINATE AND INSTALL ROOF FLASHING FOR CONDUITS TO THE SATISFACTION OF THE PROJECT MANAGER.
- f. ALL CONDUIT RUNS SHALL HAVE A CODE SIZE INSULATED GROUNDING CONDUCTOR.
- g. PULL WIRES SHALL BE INSTALLED IN EMPTY CONDUITS INCLUDING TELEPHONE CONDUITS AND STUB_OUTS, NO. 12 AWG, TYPE "THWN" INSULATED COPPER WIRE OR 1/8-INCH POLYETHYLENE ROPE SHALL BE USED.
- h. FLEXIBLE CONDUIT CONNECTIONS SHALL COMPLY WITH NEC SECTION 350-22.

2.2 WIRE AND CABLE

A. 600 VOLT CONDUCTORS:

- 1. CONDUCTORS SHALL BE COPPER AND DELIVERED TO THE SITE IN THEIR ORIGINAL, UNBROKEN PACKAGES PLAINLY MARKED OR TAGGED WITH U.L. LABEL, SIZE, KIND, INSULATION, NAME OF MANUFACTURER AND TRADE NAME OF THE WIRE.
- 2. TYPE "THWN", 600 VOLT INSULATION FOR DAMP OR WET LOCATIONS OR ON BOILERS AND FURNACES AND THEIR CONTROLS.
- 3. TYPE "THHN" 600 VOLT INSULATION SHALL BE USED IN OTHER LOCATIONS UNLESS NOTED.
- 4. MINIMUM SIZE CONDUCTOR SHALL BE #12.
- 5. CONDUCTORS SHALL BE STRANDED.
- 6. GROUND CONDUCTORS SHALL BE BARE COPPER OR HAVE GREEN INSULATION.

B. INSTALLATION:

- 1. CONDUCTORS SHALL BE CONTINUOUS BETWEEN OUTLETS OR JUNCTION BOXES AND NO SPLICES SHALL BE MADE EXCEPT IN OUTLET BOXES, PULL BOXES, PANELBOARD GUTTERS OR HANDHOLES.
- 2. JOINTS, SPLICES AND TAPS NO. 10 OR SMALLER (INCLUDING FIXTURE PIGTAILS) SHALL BE CONNECTED WITH "FLOATING SPRING" TYPE CONNECTORS. NO. 8 AND LARGER SHALL BE CONNECTED WITH SOLDERLESS CONNECTORS OF 100% ELECTROLYTIC COPPER. SPLIT_BOLT CONNECTORS ARE NOT ACCEPTABLE.
- 3. TIGHTEN PRESSURE TYPE LUGS ON PANELS AND EQUIPMENT, AND THEN RETIGHTEN 24 HOURS OR MORE LATER AFTER ENERGIZING. PROVIDE WRITTEN REPORT OF TORQUE VALUES ON LUGS.
- 4. OIL OR GREASE SHALL NOT BE USED WHEN PULLING CONDUCTORS. USE U.L. APPROVED CABLE LUBRICATION ONLY.
- 5. LACE OR TRAIN CONDUCTORS NEATLY IN PANELS, CABINETS AND EQUIPMENT. USE PLASTIC WIRE TIES TO ROUTE CONDUCTORS AT EDGE OF ENCLOSURE AWAY FROM OVERCURRENT DEVICES.
- 6. BRANCH CIRCUITS SHALL BE COLOR CODED IN COMPLIANCE WITH SECTION 210.5 OF THE CALIFORNIA ELECTRICAL CODE. COLORED TAPE IS NOT ACCEPTABLE.
- 7. ALL WIRING, BOTH LINE AND LOW VOLTAGE, SHALL BE INSTALLED IN CONDUIT UNLESS OTHERWISE NOTED.

END OF SECTION 26 00 00

AGENCY

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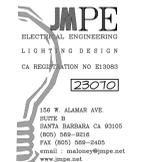
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All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT

DRIFILL ELEMENTARY SCHOOL
PK / TK MODULAR BUILDINGS

910 SOUTH "E" STREET
OXNARD, CA 93030

ELECTRICAL
SPECIFICATIONS

Job No.

3057.0000

Date

00-00-0000

E-3.00

SECTION 28 31 11 - FIRE DETECTION AND ALARM SYSTEM

PART 1 - GENERAL

1.1 BASIC SYSTEM FUNCTIONAL OPERATION

- A. WHEN A FIRE ALARM CONDITION IS DETECTED AND REPORTED BY ONE OF THE SYSTEM INITIATING DEVICES, THE FOLLOWING FUNCTIONS SHALL IMMEDIATELY OCCUR:
1. THE SYSTEM ALARM LED ON THE SYSTEM DISPLAY SHALL FLASH.
2. A LOCAL PIEZO ELECTRIC SIGNAL IN THE CONTROL PANEL SHALL SOUND.
3. A BACKLIT LCD DISPLAY SHALL INDICATE ALL INFORMATION ASSOCIATED WITH THE FIRE ALARM CONDITION, INCLUDING THE TYPE OF ALARM POINT AND ITS LOCATION WITHIN THE PROTECTED PREMISES.
4. PRINTING AND HISTORY STORAGE EQUIPMENT SHALL LOG THE INFORMATION ASSOCIATED EACH NEW FIRE ALARM CONTROL PANEL CONDITION, ALONG WITH TIME AND DATE OF OCCURRENCE.
5. ALL SYSTEM OUTPUT PROGRAMS ASSIGNED VIA CONTROL-BY-EVENT INTERLOCK PROGRAMMING TO BE ACTIVATED BY THE PARTICULAR POINT IN ALARM SHALL BE EXECUTED, AND THE ASSOCIATED SYSTEM OUTPUTS (NOTIFICATION APPLIANCES AND/OR RELAYS) SHALL BE ACTIVATED.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIAL, GENERAL

- A. ALL EQUIPMENT AND COMPONENTS SHALL BE NEW, HOCHIKI CURRENT MODELS, THE MATERIALS, APPLIANCES, EQUIPMENT AND DEVICES SHALL BE TESTED AND LISTED BY A NATIONALLY RECOGNIZED APPROVALS AGENCY FOR USE AS PART OF A PROTECTIVE SIGNALING SYSTEM, MEETING THE NATIONAL FIRE ALARM CODE.
B. ALL EQUIPMENT AND COMPONENTS SHALL BE INSTALLED IN STRICT COMPLIANCE WITH NOTIFIERS RECOMMENDATIONS. CONSULT THE MANUFACTURER'S INSTALLATION MANUALS FOR ALL WIRING DIAGRAMS, SCHEMATICS, PHYSICAL EQUIPMENT SIZES, ETC., BEFORE BEGINNING SYSTEM INSTALLATION.
C. ALL EQUIPMENT SHALL BE ATTACHED TO WALLS AND CEILING/FLOOR ASSEMBLIES AND SHALL BE HELD FIRMLY IN PLACE (E.G., DETECTORS SHALL NOT BE SUPPORTED SOLELY BY SUSPENDED CEILINGS). FASTENERS AND SUPPORTS SHALL BE ADEQUATE TO SUPPORT THE REQUIRED LOAD.
D. 2.2 MAIN FIRE ALARM CONTROL PANEL
E. MAIN FACP SHALL BE A HOCHIKI LATITUDE AND SHALL CONTAIN A MICROPROCESSOR BASED CENTRAL PROCESSING UNIT (CPU) AND POWER SUPPLY IN AN ECONOMICAL SPACE SAVING SINGLE BOARD DESIGN. THE CPU SHALL COMMUNICATE WITH AND CONTROL THE FOLLOWING TYPES OF EQUIPMENT USED TO MAKE UP THE SYSTEM: INTELLIGENT ADDRESSABLE SMOKE AND THERMAL (HEAT) DETECTORS, ADDRESSABLE MODULES, PRINTER, ANNUNCIATORS, AND OTHER SYSTEM CONTROLLED DEVICES.

F. OPERATOR CONTROL:

- 1. ACKNOWLEDGE SWITCH:
a. ACTIVATION OF THE CONTROL PANEL ACKNOWLEDGE SWITCH IN RESPONSE TO NEW ALARMS AND/OR TROUBLES SHALL SILENCE THE LOCAL PANEL PIEZO ELECTRIC SIGNAL AND CHANGE THE ALARM AND TROUBLE LEDS FROM FLASHING MODE TO STEADY-ON MODE. IF MULTIPLE ALARM OR TROUBLE CONDITIONS EXIST, DEPRESSION OF THIS SWITCH SHALL ADVANCE THE LCD DISPLAY TO THE NEXT ALARM OR TROUBLE CONDITION.
b. DEPRESSION OF THE ACKNOWLEDGE SWITCH SHALL ALSO SILENCE ALL REMOTE ANNUNCIATOR PIEZO SOUNDERS.
2. ALARM SILENCE SWITCH: ACTIVATION OF THE ALARM SILENCE SWITCH SHALL CAUSE ALL PROGRAMMED ALARM NOTIFICATION APPLIANCES AND RELAYS TO RETURN TO THE NORMAL CONDITION AFTER AN ALARM CONDITION. THE SELECTION OF NOTIFICATION CIRCUITS AND RELAYS THAT ARE SILENCEABLE BY THIS SWITCH SHALL BE FULLY FIELD PROGRAMMABLE WITHIN THE CONFINES OF ALL APPLICABLE STANDARDS. THE FACP SOFTWARE SHALL INCLUDE SILENCE INHIBIT AND AUTO-SILENCE TIMERS.
3. ALARM ACTIVATE (DRILL) SWITCH: THE ALARM ACTIVATE SWITCH SHALL ACTIVATE ALL NOTIFICATION APPLIANCE CIRCUITS. THE DRILL FUNCTION SHALL LATCH UNTIL THE PANEL IS SILENCED OR RESET.
4. SYSTEM RESET SWITCH: ACTIVATION OF THE SYSTEM RESET SWITCH SHALL CAUSE ALL ELECTRONICALLY-LATCHED INITIATING DEVICES, APPLIANCES OR SOFTWARE ZONES, AS WELL AS ALL ASSOCIATED OUTPUT DEVICES AND CIRCUITS, TO RETURN TO THEIR NORMAL CONDITION.
5. LAMP TEST: THE LAMP TEST SWITCH SHALL ACTIVATE ALL LOCAL SYSTEM LEDS, LIGHT EACH SEGMENT OF THE LIQUID CRYSTAL DISPLAY AND DISPLAY THE PANEL SOFTWARE REVISION FOR SERVICE PERSONAL.

C. SYSTEM CAPACITY AND GENERAL OPERATION

- 1. THE CONTROL PANEL OR EACH NETWORK NODE SHALL PROVIDE, OR BE CAPABLE OF EXPANSION TO 636 INTELLIGENT/ADDRESSABLE DEVICES.
2. THE CONTROL PANEL OR EACH NETWORK NODE SHALL INCLUDE FORM-C ALARM, TROUBLE, SUPERVISORY, AND SECURITY RELAYS RATED AT A MINIMUM OF 2.0 AMPS @ 30 VDC.
3. IT SHALL ALSO INCLUDE FOUR CLASS B (NFPA STYLE Y) OR CLASS A (NFPA STYLE Z) PROGRAMMABLE NOTIFICATION APPLIANCE CIRCUITS.
4. THE NOTIFICATION APPLIANCE CIRCUITS SHALL BE PROGRAMMABLE TO SYNCHRONIZE WITH SYSTEM SENSOR, GENTEX AND WHEELLOCK NOTIFICATION APPLIANCES.
5. THE SYSTEM SHALL INCLUDE A FULL FEATURED OPERATOR INTERFACE CONTROL AND ANNUNCIATION PANEL THAT SHALL INCLUDE A BACKLIT LIQUID CRYSTAL DISPLAY (LCD), INDIVIDUAL COLOR CODED SYSTEM STATUS LEDS, AND AN ALPHANUMERIC KEYPAD WITH EASY TOUCH RUBBER KEYS FOR THE FIELD PROGRAMMING AND CONTROL OF THE FIRE ALARM SYSTEM.
6. THE SYSTEM SHALL BE PROGRAMMABLE, CONFIGURABLE, AND EXPANDABLE IN THE FIELD WITHOUT THE NEED FOR SPECIAL TOOLS, PROM PROGRAMMERS OR PC BASED PROGRAMMERS. IT SHALL NOT REQUIRE REPLACEMENT OF MEMORY ICs TO FACILITATE PROGRAMMING CHANGES.
7. THE SYSTEM SHALL ALLOW THE PROGRAMMING OF ANY INPUT TO ACTIVATE ANY OUTPUT OR GROUP OF OUTPUTS. SYSTEMS THAT HAVE LIMITED PROGRAMMING (SUCH AS GENERAL ALARM), HAVE COMPLICATED PROGRAMMING (SUCH AS A DIODE MATRIX), OR REQUIRE A LAPTOP PERSONAL COMPUTER ARE NOT CONSIDERED SUITABLE SUBSTITUTES.
8. THE FACP SHALL SUPPORT UP TO 20 LOGIC EQUATIONS, INCLUDING "AND," "OR," AND "NOT," OR TIME DELAY EQUATIONS TO BE USED FOR ADVANCED PROGRAMMING. LOGIC EQUATIONS SHALL REQUIRE THE USE OF A PC WITH A SOFTWARE UTILITY DESIGNED FOR PROGRAMMING.
9. THE FACP OR EACH NETWORK NODE SHALL PROVIDE THE FOLLOWING FEATURES:
a. DRIFT COMPENSATION TO EXTEND DETECTOR ACCURACY OVER LIFE. DRIFT COMPENSATION SHALL ALSO INCLUDE A SMOOTHING FEATURE, ALLOWING TRANSIENT NOISE SIGNALS TO BE FILTERED OUT.
b. DETECTOR SENSITIVITY TEST, MEETING REQUIREMENTS OF NFPA 1-2018, CHAPTER 7.
c. MAINTENANCE ALERT, WITH TWO LEVELS (MAINTENANCE ALERT/MAINTENANCE URGENT), TO WARN OF EXCESSIVE SMOKE DETECTOR DIRT OR DUST ACCUMULATION.
d. NINE SENSITIVITY LEVELS FOR ALARM, SELECTED BY DETECTOR. THE ALARM LEVEL RANGE SHALL BE .5 TO 2.35 PERCENT PER FOOT FOR PHOTOELECTRIC DETECTORS AND 0.5 TO 2.5 PERCENT PER FOOT FOR IONIZATION DETECTORS. THE SYSTEM SHALL ALSO SUPPORT SENSITIVE ADVANCED DETECTION LASER DETECTORS WITH AN ALARM LEVEL RANGE OF .03 PERCENT PER FOOT TO 1.0 PERCENT PER FOOT. THE SYSTEM SHALL ALSO INCLUDE UP TO NINE LEVELS OF PREALARM, SELECTED BY DETECTOR, TO INDICATE IMPENDING ALARMS TO MAINTENANCE PERSONNEL.
e. THE ABILITY TO DISPLAY OR PRINT SYSTEM REPORTS.
f. ALARM VERIFICATION, WITH COUNTERS AND A TROUBLE INDICATION TO ALERT MAINTENANCE PERSONNEL WHEN A DETECTOR ENTERS VERIFICATION 20 TIMES.
g. PAS PRESIGNAL, MEETING NFPA 1-2018 REQUIREMENTS.
h. RAPID MANUAL STATION REPORTING (UNDER 3 SECONDS) AND SHALL MEET NFPA 72 CHAPTER 7 REQUIREMENTS FOR ACTIVATION OF NOTIFICATION CIRCUITS WITHIN 10 SECONDS OF INITIATING DEVICE ACTIVATION.
i. PERIODIC DETECTOR TEST, CONDUCTED AUTOMATICALLY BY THE SOFTWARE.
j. SELF OPTIMIZING PRE-ALARM FOR ADVANCED FIRE WARNING, WHICH ALLOWS EACH DETECTOR TO LEARN ITS PARTICULAR ENVIRONMENT AND SET ITS PREALARM LEVEL TO JUST ABOVE NORMAL PEAKS.
k. CROSS ZONING WITH THE CAPABILITY OF COUNTING: TWO DETECTORS IN ALARM, TWO SOFTWARE ZONES IN ALARM, OR ONE SMOKE DETECTOR AND ONE THERMAL DETECTOR.
l. WALK TEST, WITH A CHECK FOR TWO DETECTORS SET TO SAME ADDRESS.
m. CONTROL-BY-TIME FOR NON-FIRE OPERATIONS, WITH HOLIDAY SCHEDULES.
n. DAY/NIGHT AUTOMATIC ADJUSTMENT OF DETECTOR SENSITIVITY.
o. DEVICE BLINK CONTROL FOR SLEEPING AREAS.

F. SIGNALING LINE CIRCUITS (SLC):

- 1. EACH FACP OR FACP NETWORK NODE SHALL SUPPORT UP TO TWO SLCs. EACH SLC INTERFACE SHALL PROVIDE POWER TO AND COMMUNICATE WITH UP TO 159 INTELLIGENT DETECTORS (IONIZATION, PHOTOELECTRIC OR THERMAL) AND 159 INTELLIGENT MODULES (MONITOR OR CONTROL) FOR A LOOP CAPACITY OF 318 DEVICES. THE ADDITION OF THE OPTIONAL SECOND LOOP SHALL DOUBLE THE DEVICE CAPACITY, SUPPORTING A TOTAL OF 636 DEVICES. EACH SLC SHALL BE CAPABLE OF NFPA 1-2018 STYLE 4, STYLE 6, OR STYLE 7 (CLASS A OR B) WIRING.
2. CPU SHALL RECEIVE ANALOG INFORMATION FROM ALL INTELLIGENT DETECTORS TO BE PROCESSED TO DETERMINE WHETHER NORMAL, ALARM, PREALARM, OR TROUBLE CONDITIONS EXIST FOR EACH DETECTOR. THE SOFTWARE SHALL AUTOMATICALLY MAINTAIN THE DETECTOR'S DESIRED SENSITIVITY LEVEL BY ADJUSTING FOR THE EFFECTS OF ENVIRONMENTAL FACTORS, INCLUDING THE ACCUMULATION OF DUST IN EACH DETECTOR. THE ANALOG INFORMATION SHALL ALSO BE USED FOR AUTOMATIC DETECTOR TESTING AND FOR THE AUTOMATIC DETERMINATION OF DETECTOR MAINTENANCE REQUIREMENTS.

I. POWER SUPPLY:

- 1. A HIGH TECH OFF-LINE SWITCHING POWER SUPPLY SHALL BE AVAILABLE FOR THE FIRE ALARM CONTROL PANEL OR NETWORK NODE AND PROVIDE 6.0 AMPS OF AVAILABLE POWER FOR THE CONTROL PANEL AND PERIPHERAL DEVICES.
2. PROVISIONS WILL BE MADE TO ALLOW THE AUDIO-VISUAL POWER TO BE INCREASED AS REQUIRED BY ADDING MODULAR EXPANSION AUDIO-VISUAL POWER SUPPLIES.
3. POSITIVE-TEMPERATURE-COEFFICIENT (PTC) THERMISTORS, CIRCUIT BREAKERS, OR OTHER OVER-CURRENT PROTECTION SHALL BE PROVIDED ON ALL POWER OUTPUTS. THE POWER SUPPLY SHALL PROVIDE AN INTEGRAL BATTERY CHARGER FOR USE WITH BATTERIES UP TO 55 AH OR MAY BE USED WITH AN EXTERNAL BATTERY AND CHARGER SYSTEM. BATTERY ARRANGEMENT MAY BE CONFIGURED IN THE FIELD.
4. THE POWER SUPPLY SHALL CONTINUOUSLY MONITOR ALL FIELD WIRES FOR EARTH GROUND CONDITIONS, AND SHALL HAVE THE FOLLOWING LED INDICATORS:
GROUND FAULT LED
AC POWER FAIL LED
NAC ON LED (4)
5. THE MAIN POWER SUPPLY SHALL OPERATE ON 120 VAC, 60 HZ, AND SHALL PROVIDE ALL NECESSARY POWER FOR THE FACP.
6. THE MAIN POWER SUPPLY SHALL PROVIDE A BATTERY CHARGER USING DUAL-RATE CHARGING TECHNIQUES FOR FAST BATTERY RECHARGE AND BE CAPABLE OF CHARGING BATTERIES UP TO 200 AH.
7. ALL CIRCUITS SHALL BE POWER-LIMITED, PER UL864 REQUIREMENTS.

2.3 SYSTEM COMPONENTS

- A. STROBE LIGHTS SHALL MEET THE REQUIREMENTS OF THE ADA, UL STANDARD 1971, BE FULLY SYNCHRONIZED, AND SHALL MEET THE FOLLOWING CRITERIA:
1. THE MAXIMUM PULSE DURATION SHALL BE 2/10 OF ONE SECOND
2. STROBE INTENSITY SHALL MEET THE REQUIREMENTS OF UL 1971.
3. THE FLASH RATE SHALL MEET THE REQUIREMENTS OF UL 1971.

2.4 SYSTEM COMPONENTS - ADDRESSABLE DEVICES

A. ADDRESSABLE DEVICES - GENERAL:

- 1. ADDRESSABLE DEVICES SHALL USE SIMPLE TO INSTALL AND MAINTAIN DECADE, DECIMAL ADDRESS SWITCHES. DEVICES SHALL BE CAPABLE OF BEING SET TO AN ADDRESS IN A RANGE OF 001 TO 1599.
2. ADDRESSABLE DEVICES, WHICH USE A BINARY-CODED ADDRESS SETTING METHOD, SUCH AS A DIP-SWITCH, ARE NOT AN ALLOWABLE SUBSTITUTE.
3. DETECTORS SHALL BE INTELLIGENT (ANALOG) AND ADDRESSABLE, AND SHALL CONNECT WITH TWO WIRES TO THE FIRE ALARM CONTROL PANEL SIGNALING LINE CIRCUITS.
4. ADDRESSABLE SMOKE AND THERMAL DETECTORS SHALL PROVIDE DUAL ALARM AND POWERPOLLING LEDS. BOTH LEDS SHALL FLASH GREEN UNDER NORMAL CONDITIONS, INDICATING THAT THE DETECTOR IS OPERATIONAL AND IN REGULAR COMMUNICATION WITH THE CONTROL PANEL, AND BOTH LEDS SHALL BE PLACED INTO STEADY RED ILLUMINATION BY THE CONTROL PANEL, INDICATING THAT AN ALARM CONDITION HAS BEEN DETECTED. IF REQUIRED, THE LED FLASH SHALL HAVE THE ABILITY TO BE REMOVED FROM THE SYSTEM PROGRAM. AN OUTPUT CONNECTION SHALL ALSO BE PROVIDED IN THE BASE TO CONNECT AN EXTERNAL REMOTE ALARM LED.
5. THE FIRE ALARM CONTROL PANEL SHALL PERMIT DETECTOR SENSITIVITY ADJUSTMENT THROUGH FIELD PROGRAMMING OF THE SYSTEM. THE PANEL ON A TIME-OF-DAY BASIS SHALL AUTOMATICALLY ADJUST SENSITIVITY.
6. USING SOFTWARE IN THE FACP, DETECTORS SHALL AUTOMATICALLY COMPENSATE FOR DUST ACCUMULATION AND OTHER SLOW ENVIRONMENTAL CHANGES THAT MAY AFFECT THEIR PERFORMANCE. THE DETECTORS SHALL BE LISTED BY UL AS MEETING THE CALIBRATED SENSITIVITY TEST REQUIREMENTS OF NFPA 1-2018, CHAPTER 7.
7. THE DETECTORS SHALL BE CEILING-MOUNT AND SHALL INCLUDE A SEPARATE TWIST-LOCK BASE WITH TAMPER PROOF FEATURE. BASES SHALL INCLUDE A SOUNDER BASE WITH A BUILT-IN (LOCAL) SOUNDER RATED AT 85 DBA MINIMUM, A RELAY BASE AND AN ISOLATOR BASE DESIGNED FOR STYLE 7 APPLICATIONS.
8. THE DETECTORS SHALL PROVIDE A TEST MEANS WHEREBY THEY WILL SIMULATE AN ALARM CONDITION AND REPORT THAT CONDITION TO THE CONTROL PANEL. SUCH A TEST MAY BE INITIATED AT THE DETECTOR ITSELF (BY ACTIVATING A MAGNETIC SWITCH) OR INITIATED REMOTELY ON COMMAND FROM THE CONTROL PANEL.
9. DETECTORS SHALL ALSO STORE AN INTERNAL IDENTIFYING TYPE CODE THAT THE CONTROL PANEL SHALL USE TO IDENTIFY THE TYPE OF DEVICE (ION, PHOTO, THERMAL).
10. DETECTORS WILL OPERATE IN AN ANALOG FASHION, WHERE THE DETECTOR SIMPLY MEASURES ITS DESIGNED ENVIRONMENT VARIABLE AND TRANSMITS AN ANALOG VALUE TO THE FACP BASED ON REAL-TIME MEASURED VALUES. THE FACP SOFTWARE, NOT THE DETECTOR, SHALL MAKE THE ALARM/NORMAL DECISION, THEREBY ALLOWING THE SENSITIVITY OF EACH DETECTOR TO BE SET IN THE FACP PROGRAM AND ALLOWING THE SYSTEM OPERATOR TO VIEW THE CURRENT ANALOG VALUE OF EACH DETECTOR.
11. ADDRESSABLE DEVICES SHALL STORE AN INTERNAL IDENTIFYING CODE THAT THE CONTROL PANEL SHALL USE TO IDENTIFY THE TYPE OF DEVICE.
12. A MAGNETIC TEST SWITCH SHALL BE PROVIDED TO TEST DETECTORS AND MODULES. DETECTORS SHALL REPORT AN INDICATION OF AN ANALOG VALUE REACHING 100% OF THE ALARM THRESHOLD.
13. ADDRESSABLE MODULES SHALL MOUNT IN A 4-INCH SQUARE (101.6 MM SQUARE), 2-1/8 INCH (54 MM) DEEP ELECTRICAL BOX. AN OPTIONAL SURFACE MOUNT LEXAN ENCLOSURE SHALL BE AVAILABLE.

B. ADDRESSABLE MANUAL FIRE ALARM BOX (MANUAL STATION):

- 1. ADDRESSABLE MANUAL FIRE ALARM BOXES SHALL, ON COMMAND FROM THE CONTROL PANEL, SEND DATA TO THE PANEL REPRESENTING THE STATE OF THE MANUAL SWITCH AND THE ADDRESSABLE COMMUNICATION MODULE STATUS. THEY SHALL USE A KEY OPERATED TEST-RESET LOCK, AND SHALL BE DESIGNED SO THAT AFTER ACTUAL EMERGENCY OPERATION, THEY CANNOT BE RESTORED TO NORMAL USE EXCEPT BY THE USE OF A KEY.
2. ALL OPERATED STATIONS SHALL HAVE A POSITIVE, VISUAL INDICATION OF OPERATION AND UTILIZE A KEY TYPE RESET.
3. MANUAL FIRE ALARM BOXES SHALL BE CONSTRUCTED OF LEXAN WITH CLEARLY VISIBLE OPERATING INSTRUCTIONS PROVIDED ON THE COVER. THE WORD FIRE SHALL APPEAR ON THE FRONT OF THE STATIONS IN RAISED LETTERS, 1.75 INCHES (44 MM) OR LARGER.
C. INTELLIGENT PHOTOELECTRIC SMOKE DETECTOR: THE DETECTORS SHALL USE THE PHOTOELECTRIC (LIGHT-SCATTERING) PRINCIPAL TO MEASURE SMOKE DENSITY AND SHALL, ON COMMAND FROM THE CONTROL PANEL, SEND DATA TO THE PANEL REPRESENTING THE ANALOG LEVEL OF SMOKE DENSITY.

D. INTELLIGENT LASER PHOTO SMOKE DETECTOR:

- 1. THE INTELLIGENT LASER PHOTO SMOKE DETECTOR SHALL BE A SPOT TYPE DETECTOR THAT INCORPORATES AN EXTREMELY BRIGHT LASER DIODE AND AN INTEGRAL LENS THAT FOCUSES THE LIGHT BEAM TO A VERY SMALL VOLUME NEAR A RECEIVING PHOTO SENSOR. THE SCATTERING OF SMOKE PARTICLES SHALL ACTIVATE THE PHOTO SENSOR.
2. THE LASER DETECTOR SHALL HAVE CONDUCTIVE PLASTIC SO THAT DUST ACCUMULATION IS REDUCED SIGNIFICANTLY.
3. THE INTELLIGENT LASER PHOTO DETECTOR SHALL HAVE NINE SENSITIVITY LEVELS AND BE SENSITIVE TO A MINIMUM OBSCURATION OF 0.03 PERCENT PER FOOT.
4. THE LASER DETECTOR SHALL NOT REQUIRE EXPENSIVE CONDUIT, SPECIAL FITTINGS OR PVC PIPE.
5. THE INTELLIGENT LASER PHOTO DETECTOR SHALL SUPPORT STANDARD, RELAY, ISOLATOR AND SOUNDER DETECTOR BASES.
6. THE LASER PHOTO DETECTOR SHALL NOT REQUIRE OTHER CLEANING REQUIREMENTS THAN THOSE LISTED IN NFPA 72. REPLACEMENT, REPAIRS AND/OR SPECIALIZED CLEANING OF THE DETECTOR HEAD SHALL NOT BE REQUIRED.
7. THE LASER PHOTO DETECTOR SHALL INCLUDE TWO BICOLOR LEDS THAT FLASH GREEN IN NORMAL OPERATION AND TURN ON STEADY RED IN ALARM.

- E. INTELLIGENT IONIZATION SMOKE DETECTOR: THE DETECTORS SHALL USE THE DUAL-CHAMBER IONIZATION PRINCIPAL TO MEASURE PRODUCTS OF COMBUSTION AND SHALL, ON COMMAND FROM THE CONTROL PANEL, SEND DATA TO THE PANEL REPRESENTING THE ANALOG LEVEL OF PRODUCTS OF COMBUSTION.

- F. INTELLIGENT THERMAL DETECTORS: THERMAL DETECTORS SHALL BE INTELLIGENT ADDRESSABLE DEVICES RATED AT 135 DEGREES FAHRENHEIT (58 DEGREES CELSIUS) AND HAVE A RATE-OF-RISE ELEMENT RATED AT 15 DEGREES F (9.4 DEGREES C) PER MINUTE. IT SHALL CONNECT VIA TWO WIRES TO THE FIRE ALARM CONTROL PANEL SIGNALING LINE CIRCUIT.

2.5 BATTERIES

- A. THE BATTERY SHALL HAVE SUFFICIENT CAPACITY TO POWER THE FIRE ALARM SYSTEM FOR NOT LESS THAN TWENTY-FOUR HOURS PLUS 5 MINUTES OF ALARM UPON A NORMAL AC POWER FAILURE.
B. THE BATTERIES ARE TO BE COMPLETELY MAINTENANCE FREE, NO LIQUIDS ARE REQUIRED. FLUID LEVEL CHECKS FOR REFILLING, SPILLS, AND LEAKAGE SHALL NOT BE REQUIRED.
C. IF NECESSARY TO MEET STANDBY REQUIREMENTS, EXTERNAL BATTERY AND CHARGER SYSTEMS MAY BE USED.

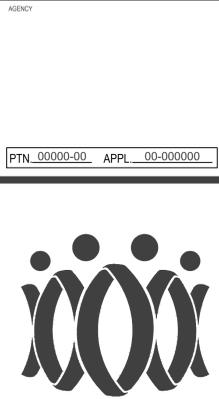
2.6 SPEAKERS

GENERAL: WHEELLOCK ADVANCE OUTDOOR SPEAKERS AND SPEAKER STROBES SHALL MOUNT TO A WEATHERPROOF BACK BOX. A UNIVERSAL MOUNTING PLATE SHALL BE USED FOR MOUNTING CEILING AND WALL PRODUCTS. THE NOTIFICATION APPLIANCE CIRCUIT AND AMPLIFIER WIRING SHALL TERMINATE AT THE UNIVERSAL MOUNTING PLATE. ALSO, SPECTRALERT ADVANCE SPEAKER STROBES, WHEN USED WITH THE SYNCIRCUIT™ MODULE ACCESSORY, SHALL BE POWERED FROM A NON-CODED NOTIFICATION APPLIANCE CIRCUIT OUTPUT AND SHALL OPERATE ON A NOMINAL 12 OR 24 VOLTS. WHEN USED WITH THE SYNCIRCUIT™ MODULE, 12-VOLT-RATED NOTIFICATION APPLIANCE CIRCUIT OUTPUTS SHALL OPERATE BETWEEN 9.5 AND 17.5 VOLTS; 24-VOLT-RATED NOTIFICATION APPLIANCE CIRCUIT OUTPUTS SHALL OPERATE BETWEEN 16.5 AND 33 VOLTS. OUTDOOR SPECTRALERT ADVANCE PRODUCTS SHALL OPERATE BETWEEN -40°F AND 151°F FROM A REGULATED DC, OR FULL-WAVE RECTIFIED, UNFILTERED POWER SUPPLY.

SPEAKER: SPEAKER SHALL BE A WHEELLOCK ET-1010 DUAL-VOLTAGE TRANSFORMER SPEAKER CAPABLE OF OPERATING AT 25.0 OR 70.7 NOMINAL VRMS. SPEAKER SHALL BE LISTED TO UNDERWRITERS LABORATORIES STANDARD 54048 FOR OUTDOOR FIRE PROTECTIVE SIGNALING SYSTEMS. SPEAKER SHALL HAVE A FREQUENCY RANGE OF 400 TO 4,000 HZ AND SHALL HAVE AN OPERATING TEMPERATURE FROM -40°F AND 150.8°F. SPEAKER SHALL HAVE POWER TAPS AND WATTAGE SETTINGS THAT ARE SELECTED BY ROTARY SWITCHES. THE SPEAKER MUST BE INSTALLED WITH ITS WEATHERPROOF BACK BOX IN ORDER TO REMAIN OUTDOOR APPROVED PER UL LISTING 54048. THE SPEAKER SHALL BE SUITABLE FOR USE IN AIR HANDLING SPACES AND WET ENVIRONMENTS.

SPEAKER STROBE COMBINATION: THE SPEAKER STROBE SHALL BE A HOCHIKI H55 LISTED TO UL 1638 AND UL 1480 AND BE APPROVED FOR FIRE PROTECTIVE SIGNALING SYSTEMS. SPEAKER SHALL BE CAPABLE OF OPERATING AT 25.0 OR 70.0 NOMINAL VRMS AND SHALL HAVE A FREQUENCY RANGE OF 400 TO 4,000 HZ. SPEAKER SHALL HAVE POWER TAPS THAT ARE SELECTED BY ROTARY SWITCH. THE STROBE SHALL CONSIST OF A XENON FLASH TUBE WITH ASSOCIATED LENS/REFLECTOR SYSTEM AND OPERATE ON EITHER 12 OR 24 VOLTS. THE STROBE SHALL ALSO FEATURE SELECTABLE CANDELA OUTPUT, PROVIDING OPTIONS FOR 15 OR 15/75 CANDELA WHEN OPERATING ON 12 VOLTS AND 15, 15/75, 30, 75, 110, 115, 135, 150, 177 OR 185 CANDELA WHEN OPERATING ON 24 VOLTS. THE STROBE SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT REQUIREMENT FOR VISIBLE SIGNALING APPLIANCES, FLASHING AT 1 HZ OVER THE STROBE'S ENTIRE OPERATING VOLTAGE RANGE. THE SPEAKER STROBE MUST BE INSTALLED WITH ITS WEATHERPROOF BACK BOX IN ORDER TO REMAIN OUTDOOR APPROVED PER UL. THE SPEAKER STROBE SHALL BE SUITABLE FOR USE IN WET ENVIRONMENTS.

END OF SECTION 28 31 11



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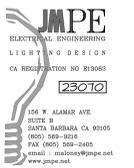
HEADQUARTERS OFFICE: 815 Colorado Blvd, Suite 200 Los Angeles, CA 90041 Phone: 323.543.8300 E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE: 1035 West Lancaster Boulevard Lancaster, California 93534 Phone: 661.949.0771 E-Mail: fm-lancaster@flewelling-moody.com

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CONSULTANT



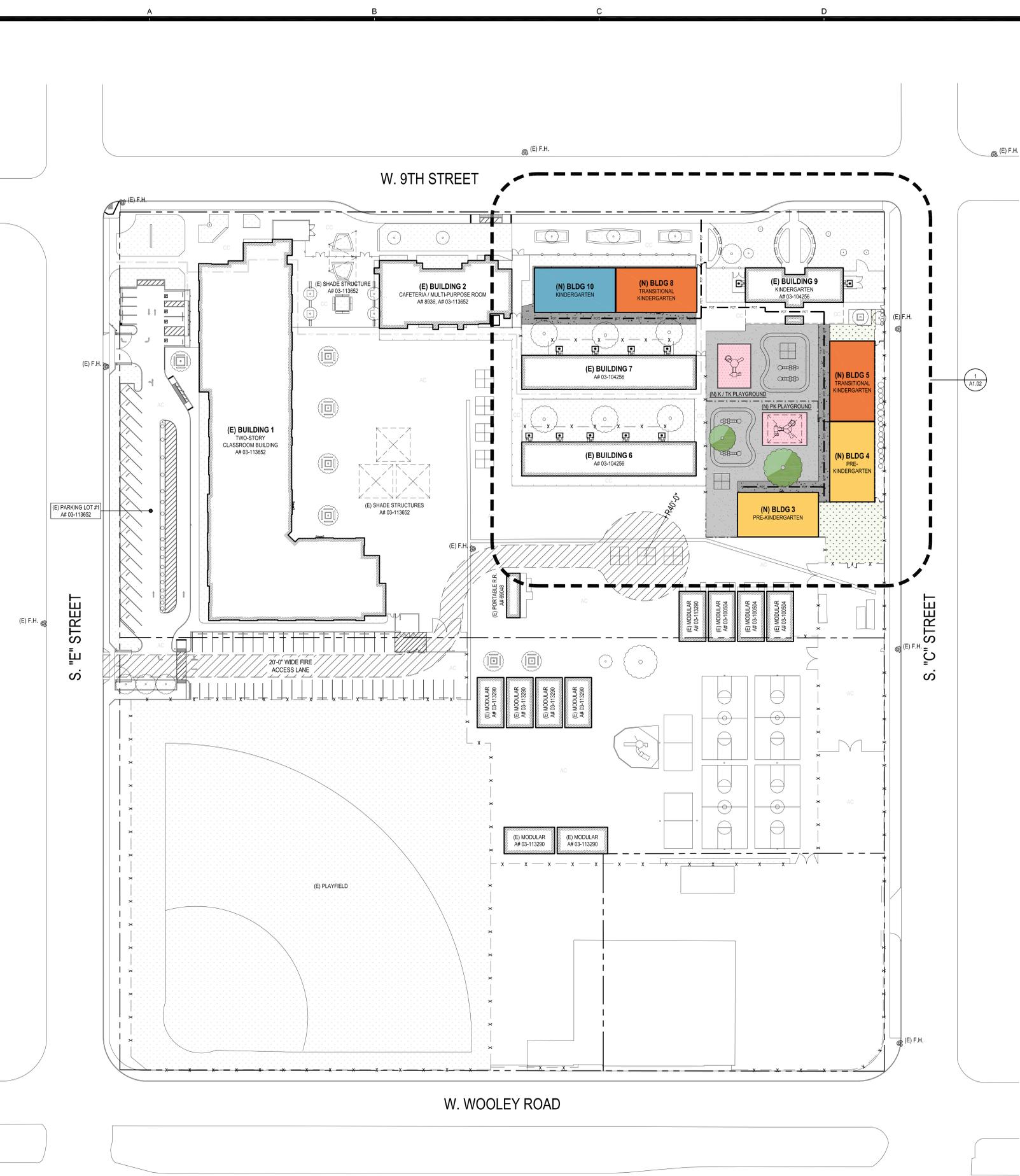
Revision table with columns for No., Date, and Description.

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT DRIFILL ELEMENTARY SCHOOL PK / TK MODULAR BUILDINGS 910 SOUTH "E" STREET OXNARD, CA 93030

FIRE ALARM SPECIFICATIONS

Job No: 3057.0000 Date: 00-00-0000 E-4.00



GENERAL NOTES

1. REFER TO STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL APPLICABLE SCOPE OF WORK.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

LEGEND

	NEW BUILDING		EXISTING BUILDING
	NEW CONCRETE		EXISTING CONCRETE
	NEW AC PAVING		EXISTING AC PAVING
	NEW LANDSCAPE		EXISTING LANDSCAPE
	NEW RUBBER SURFACE FOR PLAYGROUND		EXISTING FIRE HYDRANT
	FIRE ACCESS LANE		EXISTING TREE
	PROPERTY LINE		
	EXISTING ACCESSIBLE PATH OF TRAVEL PER DSA AF 03-113652		
	NEW ACCESSIBLE PATH OF TRAVEL		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A COMMON BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 12' MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. P.O.T. IS A MINIMUM OF 48" WIDE. THE SURFACE SHALL BE FIRM, STABLE, AND SLIP RESISTANT. PASSING SPACES (11B-405.3) AT LEAST 60" X 60" SHALL BE LOCATED NOT MORE THAN 200' APART. PARTS OF P.O.T. WITH CONTINUOUS GRADIENTS SHALL HAVE 80' LEVEL AREAS AT INTERVALS OF 400' MAXIMUM (11B-403.7). SLOPE SHALL NOT EXCEED 2% CROSS-SLOPE AND 5% RUNNING SLOPE IN THE DIRECTION OF TRAVEL (11B-401.1). SLOPES GREATER THAN 5% TO A MAXIMUM OF 8.33% SHALL BE CONSIDERED AS RAMP (11B-405). THERE SHALL BE NO DROP-OFF OVER 4" ALONG THE EDGE OF WALK OR LANDING. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS AND OBJECTS PROTRUDING GREATER THAN 4" FROM A WALL, BETWEEN 20" TO 80" ABOVE FINISHED GRADE. ARCHITECT SHALL VERIFY THAT NO BARRIERS EXIST IN THE PATH OF TRAVEL.

THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NON-COMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WILL BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FIND OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCE, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF CONSTRUCTION CHANGE DOCUMENTS.

AGENCY
PTN_00000-00 APPL_00-000000



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ARCHITECT

CONSULTANT

Drawn by: _____

Checked by: _____

Revisions

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT
DRIFFILL ELEMENTARY SCHOOL
PK / TK MODULAR BUILDINGS
910 SOUTH "E" STREET
OXNARD, CA 93030

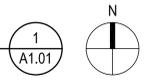
OVERALL SITE PLAN

JOB No.
3057.0000

Date
05-03-2023

A1.01

OVERALL SITE PLAN
SCALE: 1" = 40'-0"





NEW MODULAR CLASSROOM BUILDINGS

DRIFFILL ELEMENTARY SCHOOL – OXNARD SCHOOL DISTRICT



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BACKGROUND

- The Oxnard School District was awarded a grant under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program to construct ten (10) new permanent classrooms at Driffill Elementary
- The State Allocation Board (SAB) approved the grant apportionment of approximately \$7 million on October 26, 2022, for the construction of four (4) new preschool, four (4) new transitional kindergarten, and two (2) new kindergarten classrooms
- The grant for these new classrooms at Driffill Elementary required the District to contribute approximately \$3 million in matching funds resulting in a total project budget of approximately \$10 million
- To date, the District has procured the necessary professionals to complete the required documentation to submit construction drawings to the Division of State Architect (DSA) and the California Department of Education (CDE) for approval
 - Architect – Flewelling & Moody
 - Lease Lease-Back Contractor – Viola, Incorporated
 - Modular Contractor – Enviroplex, Inc.
- The proposed new classrooms are being designed pursuant to State specifications, awarded grant amounts, and specified timelines pursuant to the State approved grant agreement



SPECIFICATIONS

- New transitional kindergarten and kindergarten classrooms must be constructed to meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards
- Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children
- To meet State licensing requirements, a preschool facility must be Title 5 compliant and conform to Title 22 of the California Code of Regulations. Title 22 requirements include:
 - A minimum of 35 square feet per child of activity space must be available indoors based on its total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children
 - 75 square feet per child of outdoor activity area based on its total licensed capacity that is easily and safely accessible to children, a shaded rest area with equipment and activities arranged so as not to interfere with each other, and a four-foot fence enclosing the outdoor area
 - A drinking fountain must also be installed inside and outside for child use

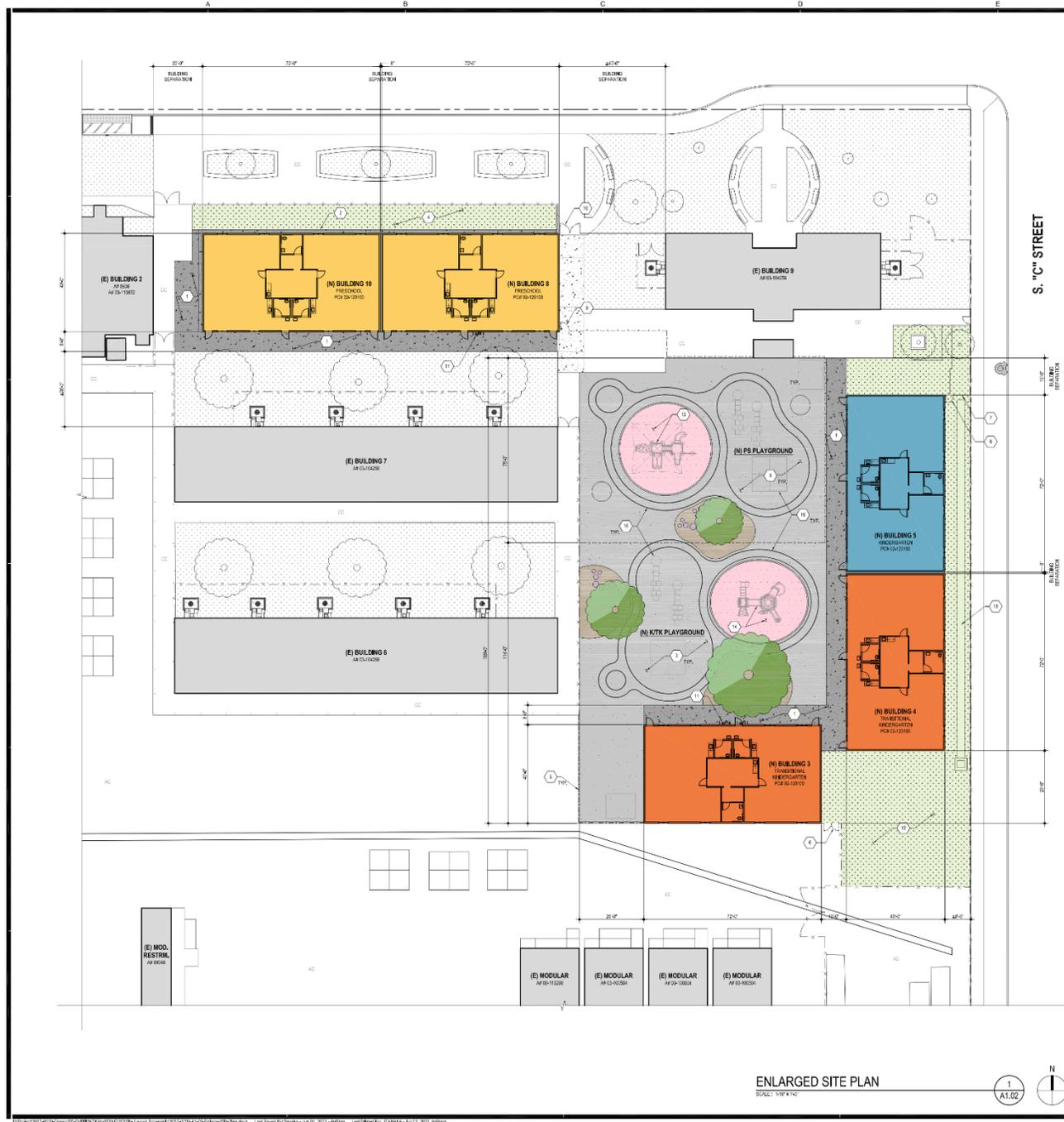


TIMELINE

- The design plans will be submitted to the Division of State Architect (DSA) in June 2023
- An application for final approval will be submitted to the California Department of Education (CDE) in June 2023
- It is anticipated that the District will submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of the proposed architectural drawings and plans to the Office of Public School Construction (OPSC) by October 26, 2023 consistent with the grant requirements
- Construction is anticipated to commence in the fall of 2023 to be completed by late 2024
- Consistent with the grant requirements, all grant funds must be spent or encumbered by October 26, 2024
- Once construction begins, the Board will receive monthly updates



ENLARGED SITE PLAN



LEGEND

	NEW BUILDING		EXISTING BUILDING
	NEW CONCRETE		EXISTING CONCRETE
	NEW ASPHALT		EXISTING ASPHALT
	NEW LANDSCAPE		EXISTING LANDSCAPE
	NEW RUBBER SURFACE FOR PLAYGROUND		
	PROPERTY LINE		
	EXISTING CHAINLINK FENCE		
	NEW CHAINLINK FENCE		

RECONSTRUCTION KEY NOTES

- 1) 12" CONCRETE WALKWAY/PAVING
- 2) 12" 18" WIDE CONCRETE ROW STRIP
- 3) 12" ASPHALT, SEE PLAN DRAWINGS FOR ADDITIONAL INFORMATION
- 4) 12" LANDSCAPE AREA, SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
- 5) 12" 64" HIGH CHAINLINK FENCE
- 6) 12" 64" WIDE X 4" HIGH CHAINLINK GATE, HEIGHT TO MATCH ADJACENT GATE
- 7) 12" 74" HIGH CHAINLINK FENCE
- 8) 12" 64" WIDE X 74" HIGH CHAINLINK GATE
- 9) 12" 64" WIDE X 4" HIGH ACCESSIBLE CHAINLINK GATE
- 10) 12" 64" WIDE X 4" HIGH ACCESSIBLE CHAINLINK GATE
- 11) 12" ACCESSIBLE 18" X 18" FORMING FOUNDATION
- 12) 12" 2" TYPED ASPHALT, SEE PLAN DRAWINGS FOR ADDITIONAL INFORMATION
- 13) 12" PLAY STRUCTURE AND/OR RUBBER SURFACING
- 14) 12" 12" BRIDGE STRUCTURE AND/OR RUBBER SURFACING
- 15) 12" BRIDGE STRUCTURE AND/OR BRIDGE SURFACING
- 16) 12" 12" BRIDGE STRUCTURE AND/OR BRIDGE SURFACING
- 17) 12" 12" BRIDGE STRUCTURE AND/OR BRIDGE SURFACING

PTN: 00000-00 APPL: 00-000000

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1020 WEST GARDEN HIGHLANDS
ANTWERP, CA 94509
PHONE: 925.466.7171
EMAIL: info@fwm.com

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DATE:	
PROJECT:	
CLIENT:	
SCALE:	
DATE:	
PROJECT:	
CLIENT:	
SCALE:	
DATE:	
PROJECT:	
CLIENT:	
SCALE:	

OWNER: OAKLAND SCHOOL DISTRICT
PROJECT: DRIFTBELL ELEMENTARY SCHOOL
PK / TK MODULAR BUILDINGS
100 SOUTH 10TH STREET
OAKLAND, CA 94612

ENLARGED SITE PLAN

DATE: 10/25/2023

SCALE: 1" = 10'-0"

PROJECT: 100-00000

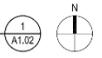
DATE: 10-25-2023

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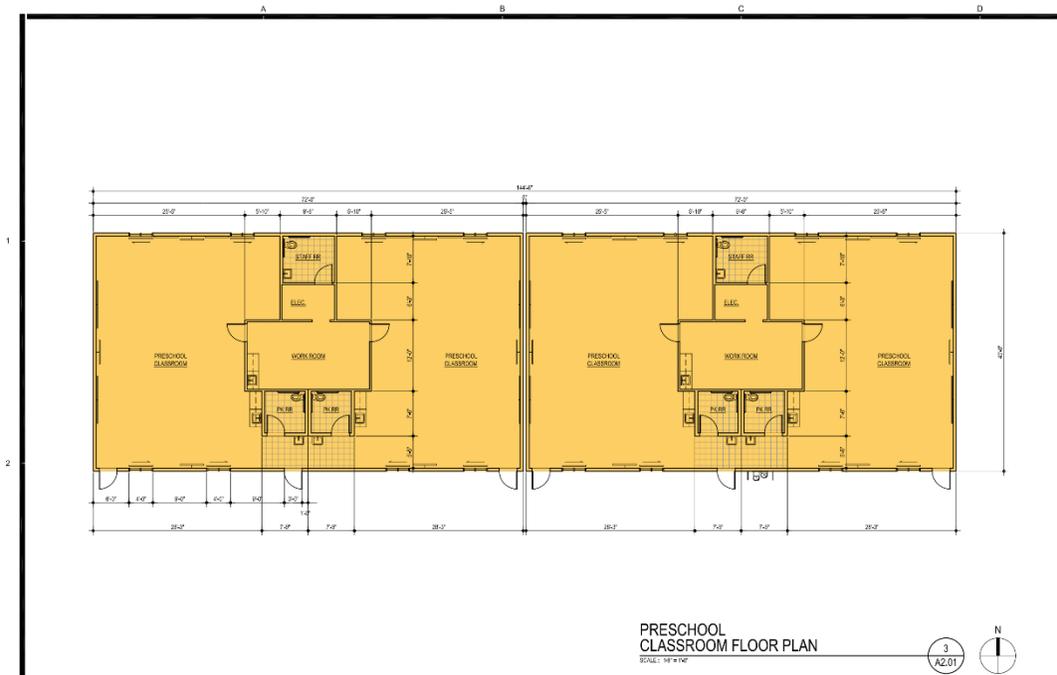


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ENLARGED SITE PLAN
SCALE: 1" = 10'-0"

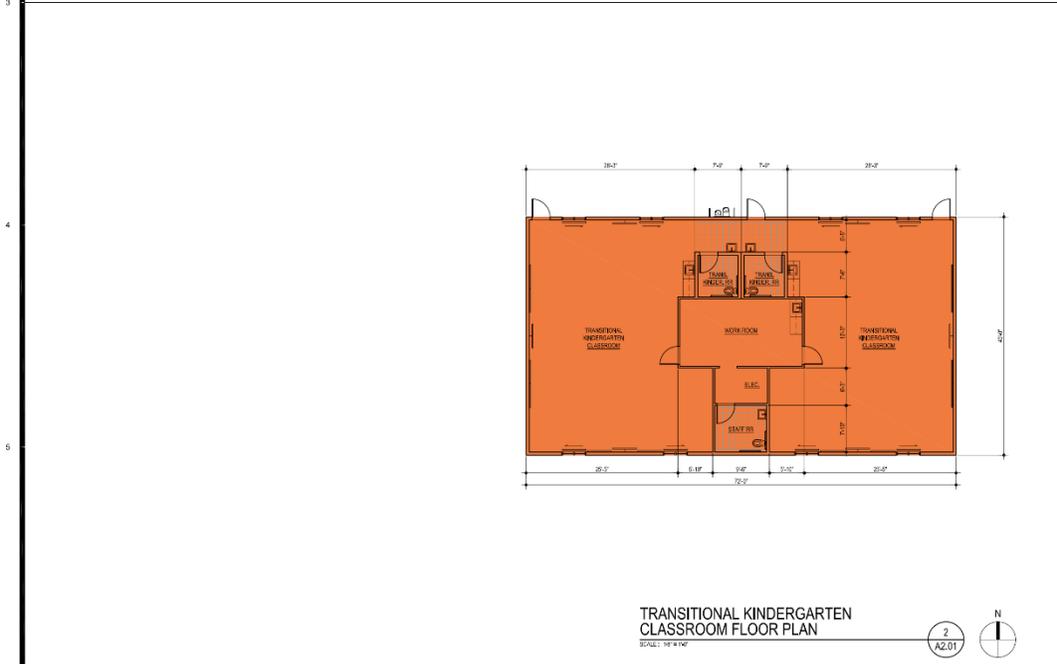


FLOOR PLANS



PRESCHOOL CLASSROOM FLOOR PLAN
SCALE: 1/8"=1'-0"

3
A2.01



TRANSITIONAL KINDERGARTEN CLASSROOM FLOOR PLAN
SCALE: 1/8"=1'-0"

2
A2.01



KINDERGARTEN & TRANS. KINDER. CLASSROOM FLOOR PLAN
SCALE: 1/8"=1'-0"

1
A2.01

PTN: 00000-00 APPL: 00-000000



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PHONE: 530.837.7171
EMAIL: valley@fandm.com

An Enclave Design Corporation

PROJECT:
OWNER:
DATE:

DATE:

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DATE:

OWARD SCHOOL DISTRICT
DRIFTBELL ELEMENTARY SCHOOL
PK / TK MODULAR BLDG. 2000
800 SOUTH 15TH STREET
OWARD, CA 95067

FLOOR PLANS

DATE: 10/27/2023
TIME: 06:24:23
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TYPICAL CLASSROOM FLOOR PLAN



SITE VIEWS



SITE VIEWS



SITE VIEWS



PK INTERIOR



PK INTERIOR



PK INTERIOR



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Resolution No. 22-34 – Declaring Intention to Grant Right of Way to the City of Oxnard and Setting a Date for a Public Hearing (Mitchell/Miller)

District representatives have been meeting with City of Oxnard representatives over the past several months to discuss certain dedications for right of way required by the City of Oxnard in connection with City permits for the Rose Avenue Elementary School. The right of way is required by the City to handle additional traffic and otherwise facilitate access to the school site. The land area to be transferred by the District to the City is a roughly triangular area, approximately 48 square feet in size, on the South-West corner of the premises, at the corner of Driskill Street and La Puerta Avenue. The right of way is described and depicted on the Exhibits to the Grant Deed for the Right of Way Dedication attached to the Resolution.

The Education Code, commencing with Section 17556, sets forth the process to be followed by the District in connection with any dedication or conveyance of any real property by the District to the State or to any political subdivision or municipal corporation, such as the City of Oxnard. The procedures established include the requirement that, before ordering the dedication or conveyance of District real property, the Board must adopt, by a 2/3 vote of all its members a resolution declaring its intent to dedicate or convey the property and fixing a date for a public hearing to be held upon the question of making the dedication or conveyance. (Education Code section 17557)

The Resolution declares the Board's Intention to grant the Right of Way to the City, sets the date for the public hearing to be held at the Board Meeting on June 21, 2023 and authorizes and directs District staff to post the Notice of Public Hearing.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, that the Board adopt the Resolution No. 22-34 declaring its intention to convey the Right of Way to the City and setting the date for the public hearing required by law, to be held at the Board Meeting on June 21, 2023.

ADDITIONAL MATERIALS:

- Attached:** [Resolution No. 22-34 \(2 pages\)](#)
- [Grant Deed of Right of Way \(3 pages\)](#)
- [Notice of Public Hearing \(1 page\)](#)

RESOLUTION NO. 22-34

**RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD
SCHOOL DISTRICT DECLARING ITS INTENTION TO GRANT
AND CONVEY CERTAIN REAL PROPERTY TO CITY OF
OXNARD FOR RIGHT-OF-WAY PURPOSES**

WHEREAS, the Oxnard School District (“District”) is the owner of that certain real property located at 220 South Driskill Street, Oxnard, CA 93030, County of Ventura, State of California, and more commonly known as the Rose Avenue Elementary School (“Property”); and

WHEREAS, the City of Oxnard (“City”) has, as a condition for granting certain permits and approvals required in connection with the operation of the Property, requested that the District grant and convey to City a portion of land currently owned by District and located on the South West corner of the Property to be used by the City as a right of way for public streets and public utility purposes (the “Right of Way”) by means of a Grant Deed attached hereto as Attachment 1; and

WHEREAS, the California Education Code, commencing with Section 17556, authorizes District to, by a two-thirds (2/3) vote of this Board of Trustees (“Board”), dedicate or convey to the City, any real property belonging to the district, either in fee or any lesser estate or interest therein, in accordance with the provisions of Sections 17556 to 17561; and

WHEREAS, pursuant to Education Code Sections 17557 and 17558, the Board must, before ordering the dedication or conveyance of any real property, adopt a resolution declaring its intention in a regular open meeting by two-thirds (2/3) vote of all of its members, which resolution shall (i) describe the property proposed to be conveyed, specify the purposes for which and the terms upon which it will be conveyed, and (ii) fix a time not less than 10 days thereafter for a public meeting of the Board to be held at its regular meeting place for a public hearing upon the question of making the conveyance; and

WHEREAS, pursuant to Education Code Section 17558, notice of the adoption of the resolution and of the time and place of the public hearing must be given; and

WHEREAS, the Right of Way to be conveyed to the City consists of roughly triangular area, approximately 48 square feet in size, at the corner of Driskill Street and La Puerta Avenue and is as depicted on the Exhibits to the Grant Deed for the Right of Way Dedication attached to this Resolution as Attachment 1; and

WHEREAS, in the judgment of this Board, it is in the best interest of the District, the City and the public for the District to grant and convey the Right of Way to City;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct.
2. Intent to Convey the Right of Way. The Board hereby declares its intention to grant and convey the Right of Way to the City for the purposes, on the terms and at the location described in this Resolution and as shown on Attachment 1 hereto.
3. Public Hearing. On June 21, 2023, at 7:00 p.m., or as soon thereafter as this matter may be heard, this Board shall hold a public hearing upon the question of making the proposed grant and

conveyance of the Right of Way to the City, at which time all persons interested may appear and show cause, if any they have, why said conveyance should not be made; provided that, unless a petition protesting against the proposed dedication or conveyance and signed by at least 10 percent of the qualified electors of the District, as shown by the affidavit of one of the petitioners, is presented to this Board, the Board may adopt a resolution granting the Right of Way to the City as herein contemplated;

4. Notice. The District’s Superintendent and the Assistant Superintendent, Business Services, each individually, is hereby authorized and directed to cause notice of the adoption of this Resolution and of the time and place of holding the public meeting and hearing to be given by posting copies of this Resolution and the Notice attached hereto as Attachment 2, in three (3) public places in the District not less than ten (10) days before the date of Public Hearing, and to take any other actions that may be necessary or convenient to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on June 7, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Oxnard School District
Board of Trustees

Attest:

Clerk, Oxnard School District
Board of Trustees

Attachment 1 – Grant Deed for Right of Way

Attachment 2 –Notice of Public Hearing

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
Oxnard City Clerk's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

Request recording without fee. Record for
benefit of City of Oxnard pursuant to
Section 6103 and 27383 of Government
Code. No documentary transfer tax pursuant
to R&T Code Section 11922.

APN: 216-0-181-025

**GRANT DEED
GRANT OF RIGHT OF WAY**

MAIL TAX STATEMENTS TO:

FOR VALUE RECEIVED, OXNARD SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California, as grantor ("Grantor"), hereby grants and conveys unto the CITY OF OXNARD, a California municipal corporation, ("Grantee") and its successors, and assignees and transferees, the right of way for public streets and public utility purposes over, under, and across the real property described in Exhibit "A" and Exhibit "B," attached hereto and incorporated by reference. This offer of dedication includes the public facilities within the right-of-way constructed for roadway, wastewater, water, storm drain, and/or recycled water purposes.

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed of Easement.

"Grantor"

OXNARD SCHOOL DISTRICT,
a school district organized and existing
under the laws of the State of California

By: _____

R313694.02

6-3-2022

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Northerly right of way line North 89°57'41" East 15.01 feet to a point of cusp of a curve concave Northeasterly, having a radius of 15.00 feet, the Northerly terminus of said curve being tangent with said Easterly right of way line; thence Westerly, Northwesterly, and Northerly 23.57 feet along said curve through a central angle of 90°02'49" to said Easterly right of way line; thence non-tangent along said Easterly right of way line South 00°00'30" West 15.01 feet to the Point of Beginning.

Containing an area of 48 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





OXNARD SCHOOL DISTRICT

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

PUBLIC HEARING NOTICE

Oxnard School District Consideration of Dedication of a Grant of Right-of-Way

PLEASE TAKE NOTICE that Board of Trustees of the Oxnard School District will hold a public hearing at a regular meeting of the Board of Trustees on Wednesday, June, 21, 2023 at 7:00 p.m., or as soon thereafter as these matters may be heard, to consider conveyance of a Grant of Right of Way to the City of Oxnard.

The Oxnard School District has received a request from the City of Oxnard for the approval of the Grant of Right-of-Way in connection with certain approvals requested by the Oxnard School District for the Rose Avenue Elementary School. After the Public Hearing, the Board will consider adopting a Resolution Approving the Conveyance of a Right of Way to the City of Oxnard.

The Board adopted the following resolution declaring its intention to convey the Right of Way at the public meeting held by the Board on Wednesday, June 7, 2023:

RESOLUTION NO. 22-34; RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD SCHOOL DISTRICT DECLARING ITS INTENTION TO GRANT AND CONVEY CERTAIN REAL PROPERTY TO CITY OF OXNARD FOR RIGHT-OF-WAY PURPOSES

The location of this Board Meeting will be the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

Information concerning this matter is available from the Assistant Superintendent, Business and Fiscal Services at (805) 385-1501, ext. 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2021-22 Collective Bargaining Agreement (Torres)

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2021-22 school contract year.

The following articles were revised and the Tentative Agreement (TA) was approved:

- ARTICLE 4: STEWARDS
- ARTICLE 15: VACATION PLAN
- ARTICLE 17: TRANSFERS
- ARTICLE 18: PROMOTION
- ARTICLE 20: LAYOFF, REEMPLOYMENT and the EFFECTS
- ARTICLE 29: TERM OF AGREEMENT
- TA Summary of Approved Articles and Provisions

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2021-22 Collective Bargaining Agreement between the District and CSEA, as presented.

ADDITIONAL MATERIALS:

- Attached:** [TA Summary \(two pages\)](#)
- [CSEA Article 4 Stewards \(two pages\)](#)
- [CSEA Article 15 Vacation \(two pages\)](#)
- [CSEA Article 17 Transfers \(three pages\)](#)
- [CSEA Article 18 Promotion \(two pages\)](#)
- [CSEA Article 20 Layoff \(page two\)](#)
- [CSEA Term \(two pages\)](#)

Tentative Agreement
between
Oxnard Elementary School District
and
California School Employees Association and its Oxnard
Elementary Chapter #272

October 20, 2020

The following attached tentative agreements are the summary of negotiations between the California School Employees Association and its Oxnard Elementary Chapter #272 (CSEA) and the Oxnard Elementary School District (OSD/District).

All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the OSD-CSEA 2021-2024 Agreement except as modified below. Articles which were withdrawn or which the parties have agreed to reopen in a future cycle are marked and unless modified in future negotiations remain status quo:

- Article 2 - Check-Off and Organizational Security (*parties agree to reopen next cycle*)
- Article 4 - Stewards
- Article 5 - Employee Rights (*withdrawn*)
- Article 7 - Evaluations (*parties agree to reopen next cycle*)
- Article 8 - Hours and Overtime (*parties agree to reopen next cycle*)
- Article 9 - Pay Allowances (*no agreements were made regarding this article*)
- Article 10 - Anniversary Date (*withdrawn*)
- Article 12 - Employee Expenses and Materials (*withdrawn*)
- Article 13 - Health and Welfare Benefits (*ratified*)
- Article 14 - Annual Work Calendar and Holidays (*ratified*)
- Article 15 - Vacation Plan
- Article 16 - Leaves (*parties agree to reopen next cycle*)
- Article 17 - Transfers
- Article 18 - Promotion
- Article 19 - Classification/Reclassification and Reinstatement (*withdrawn*)
- Article 20 - Layoff, Reemployment, and the Effects
- Article 22 - Grievances (*withdrawn*)
- Article 24 - Safety (*withdrawn*)

For the District:

For CSEA:

 5/8/2023

Dr. Natalia Torres, Asst. Sup, HR


Ilene Poland (May 6, 2023 07:28 PDT)

Ilene Poland, President, Chapter 272



Valerie Mitchell, Asst. Sup,
Business & Fiscal Services

Christopher M. Crump

Christopher M. Crump (May 8, 2023 11:00 PDT)

Christopher Crump, Labor Relations
Representative

Alex Cortez

Alex Cortez (May 5, 2023 16:50 PDT)

Alex Cortez, Negotiations Team Member

Pamela Ibarra Diaz

Pamela Ibarra Diaz (May 5, 2023 14:59 PDT)

Pamela Ibarra-Diaz, Negotiations Team Member



Raymond Ibay, Negotiations Team Member

Jill Ortiz

Jill Ortiz (May 5, 2023 14:33 PDT)

Jill Ortiz, Negotiations Team Member

Gricet Renteria

Gricet Renteria (May 5, 2023 14:54 PDT)

Gricet Renteria, Negotiations Team Member

ARTICLE 4: STEWARDS

...

4.4 Duties: The following shall constitute the duties and responsibilities of the steward: (1) After notifying his/her supervisor, the steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in the presentation of a grievance, disciplinary action, or other representational issue. Whenever possible, investigation of a grievance, disciplinary action, or other representational issue shall occur outside of the unit member's normal working hours. However, should a situation be deemed as requiring on-the-job investigation during working hours in order to achieve a fair resolution of the problem, release time will be granted by a request from the steward to the Superintendent or his/her designee. (2) Whenever a steward's request to be released from his/her work assignment cannot be immediately granted because his/her absence will adversely affect the level of service, or the particular job the person has been assigned to complete, the job steward shall be permitted to leave his/her normal work area as soon as possible. It is understood and agreed that under this Article only one steward will be released during his/her work assignment to complete the duties and responsibilities described above. ~~Only one union representative (employee or non-employee) shall be allowed to represent the employee unless prior approval is obtained by the District manager or administrator conducting the meeting. CSEA shall notify the District in advance if a steward in training (one person) multiple representatives will be present to represent an employee observe the presentation of a grievance, disciplinary action, or other representational issue.~~

~~4.5 — The District shall provide two (2) release time opportunities for a steward in training to observe a formal grievance and disciplinary meeting. The Association shall provide a list to the Human Resources department of any steward in training prior to requesting for release time. The release time shall be inclusive of the 480 allocated hours.~~

For the District:


Dr. Scott Carroll, Assistant
Superintendent of Human Resources

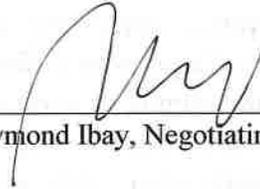
For CSEA:


Ilene Poland, President, CSEA Chapter
#272

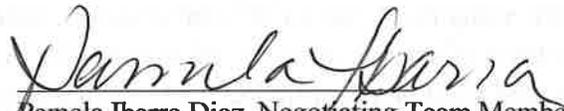

Christopher Crump, Labor Relations Rep.



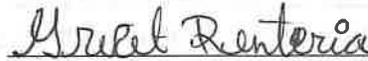
Alex Cortez, Negotiating Team Member



Raymond Ibay, Negotiating Team Member



Pamela Ibarra Diaz, Negotiating Team Member



Gricet Renteria, Negotiating Team Member

ARTICLE 15: VACATION PLAN

15.1 Core Value: The Association and District agree it is important that unit members be at their work stations during the days students are in school and/or times that maximize student learning. **Employees are, however, encouraged to may utilize any vacation leave they are entitled to at their discretion subject to other provisions in this agreement.**

15.5 Vacation in Lieu of Sick Leave: **Subject to other provisions of Article 16 of this agreement, when sick leave is exhausted,** vacation may be used as sick leave, at the option of the unit member.

For the District:



Dr. Scott Carr, Assistant
Superintendent of Human Resources

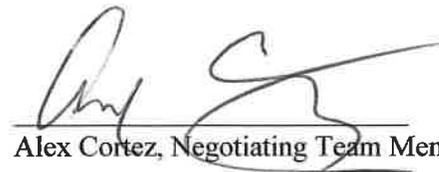
For CSEA:



Ilene Poland, President, CSEA Chapter
#272



Christopher Crump, Labor Relations Rep.



Alex Cortez, Negotiating Team Member



Raymond Ibay, Negotiating Team Member



Pamela Ibarra Diaz, Negotiating Team Member

Gricel Renteria

Gricet Renteria, Negotiating Team Member

ARTICLE 17: **TRANSFERS**

17.3 The District shall post at each work location known vacancies. Such vacancies shall be posted for not less than five (5) working days. For purposes of this provision, a vacancy shall occur when a new position is created, or an existing position becomes vacant, as a result of retirement, resignation, transfer, promotion or termination. A vacancy shall also occur if there is an increase in the number of hours per day.

17.5 Voluntary Transfers:

17.5.1 A bargaining unit member may request a transfer to a vacant position by submitting a request to the Human Resources within the five (5) day posting period. Consideration will be given to all requests for transfer per 17.4 which have been properly submitted on the District form.

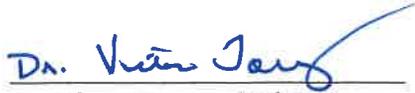
17.5.5 A unit member who has received marks of “Does Not Meet District Standards” or “Needs Improvement” on his/her last evaluation **conducted in their current classification** shall not be eligible for transfer. Any evaluations conducted under Article 18: Promotion, shall not apply to this article section. These criteria can be waived by the Assistant Superintendent, Human Resources. If the Assistant Superintendent, Human Resources elects to waive this provision and the unit member is not selected, the decision may not be grieved. A unit member may request an updated evaluation if his/her last evaluation was not within the last sixty (60) working days.

17.5.8 When only one (1) member applies for the posted vacancy, the appointing authority may also interview the first **two** available ranks, **first from an applicable promotional list (when available). Once the promotional list is exhausted, the appointing authority may interview applicants** from an appropriate **open eligibility** list.

17.12 Transfer Limitation

17.12.1 Unit members will be permitted to transfer into a like position (same classification, same number of hours, same number of work days per year) two times within any ~~twenty-four (24)~~ **twelve (12)** month period. **Unit members may be involuntarily transferred into a like position two times within any twelve (12) month period. A unit member’s ability to transfer shall not be affected by involuntary or temporary transfers.**

For the District:



Dr. Victor Torres, Assistant
Superintendent of Human Resources

For CSEA:



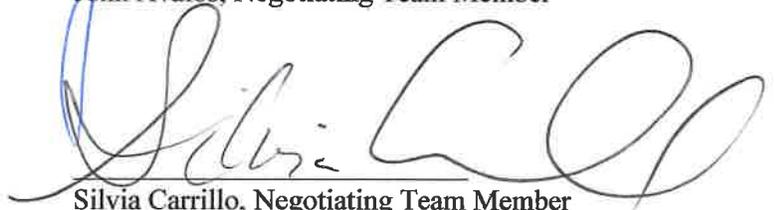
Ilene Poland, President, CSEA Chapter #272



Christopher Crump, Labor Relations Rep.



John Avalos, Negotiating Team Member



Silvia Carrillo, Negotiating Team Member

Michael Holguin, Negotiating Team Member



Raymond Ibay, Negotiating Team Member



Jill Ortiz, Negotiating Team Member



Mayra Plascencia, Negotiating Team Member

Gricet Renteria
Gricet Renteria, Negotiating Team Member

ARTICLE 18: PROMOTION

18.6 When a permanent unit member is promoted and does not successfully complete a 130 work day probationary period in the new classification, the unit member shall have the right to be placed back in the former classification in a vacant equivalent position. If a vacant position does not exist, the unit member shall displace the least senior unit member in the classification from which the unit member was promoted with the same number of hours per day, months per year and differential. **Any evaluations conducted under this article wherein a unit member has received a "Needs to Improve/Does Not Meet District Standards" shall not be entered into the unit member's personnel file used to evaluate the unit member in the classification they previously held.**

For the District:



Dr. Victor Torres, Assistant
Superintendent of Human Resources

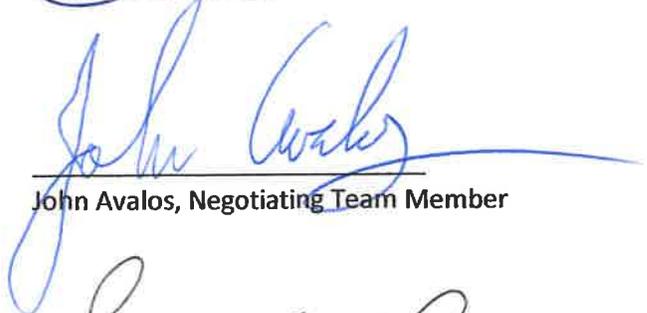
For CSEA:



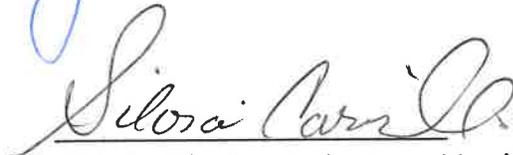
Ilene Poland, President, CSEA Chapter #272



Christopher Crump, Labor Relations Rep.



John Avalos, Negotiating Team Member



Silvia Carrillo, Negotiating Team Member

Michael Holguin, Negotiating Team Member



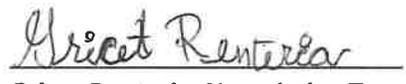
Raymond Ibay, Negotiating Team Member



Jill Ortiz, Negotiating Team Member



Mayra Plascencia, Negotiating Team Member



Gricet Renteria, Negotiating Team Member

ARTICLE 20: LAYOFF, REEMPLOYMENT, AND THE EFFECTS

20.1 Layoffs: The district shall only implement a layoff in accordance with the definitions, notice requirements, and employee rights provided for under the California Education Code.

20.1.1 Definitions: Layoff, as used herein, shall refer to reductions in assigned time or work year, and to separations due to (a) reclassification of positions, (b) elimination of position(s), class(s), and (c) reorganization of services.

20.1.2 Definitions: Length of service shall mean a unit member's hire date into a permanent position with the affected classification including equal or higher classes; with the exception of the entitlement of "other sick leave," which shall be credit at full service. Length of service credit shall include time spent on military leave of absence.

~~20.1.2 Prior to a reduction in hours or work year, the District shall notify CSEA by telephone and writing. At the written request of CSEA, the parties shall meet to negotiate alternatives to the District's decision(s) to reduce hours or work year period.~~

20.1.3 If an employee holds more than one position, refer to Article 8.13 and subsections for further information.

20.2 Reason(s) for Layoff: Layoff shall occur for lack of work or lack of funds, ~~and shall include any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanency, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.~~

20.3 Notice of Layoff: ~~Except where provided below, any layoff shall take place upon sixty (60) days' written notice, return receipt requested, or personally delivered to the unit member, and shall include the effective date of the layoff. No later than March 15, and before a classified employee is given notice by the Governing Board that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, the Governing Board and the employee must be given written notice by the Superintendent that it has been recommended that notice be given to the employee and stating the reasons that the employee's services will not be required for the ensuing year.~~ Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated for layoff, ~~bumping rights, reemployment rights, the employee's right to request a hearing to determine if there is cause for not reemploying the employee for the ensuing year,~~ and a notice concerning unemployment benefits. CSEA shall receive ~~concurrent~~ notice of the layoff by way of a list of unit member names affected by the layoff ~~(no later than January 31 of the effective year),~~ as well as a copy of the actual notice sent ~~concurrently no later than March 15. The District shall meet with CSEA and provide a proposed list of classifications and positions that are being considered for abolishment, layoff, or reduction in hours as~~

soon as reasonably possible to provide an opportunity for CSEA to review. In the event of an existing financial inability to pay salaries of classified unit members, or because of unforeseeable or unpreventable causes, the governing board can provide less than sixty (60) days' notice to the unit member(s) in effectuating a layoff. Prior to a reduction in hours or work year, the District shall notify CSEA by telephone and writing. At the written request of CSEA, the parties shall meet to negotiate alternatives to the District's decision(s) to reduce hours or work year period.

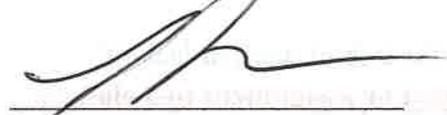
...(section 20.4 to remain as is)

20.5 Order of Layoff: The unit member who has the least seniority in the class, including equal or higher classes related to their current classification shall be laid off first. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service.

~~20.5.1 Length of service shall mean a unit member's hire date into a permanent position with the affected classification including equal or higher classes related to their current classification; with the exception of the entitlement of "other sick leave," which shall be credit at full service.~~

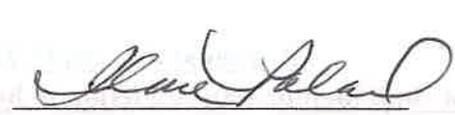
~~20.5.2 Length of service credit shall include time spent on military leave of absence~~

For the District:

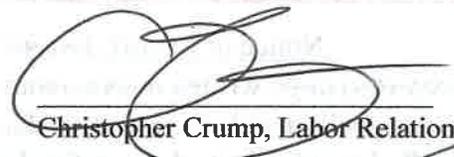


Dr. Scott Carr, Assistant Superintendent of Human Resources

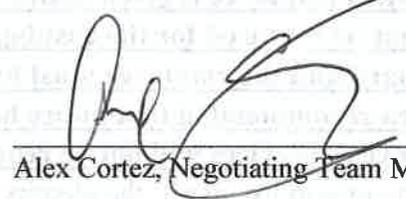
For CSEA:



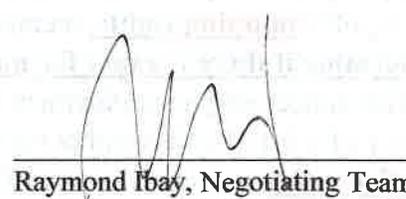
Ilene Poland, President, CSEA Chapter #272



Christopher Crump, Labor Relations Rep.



Alex Cortez, Negotiating Team Member



Raymond Ibay, Negotiating Team Member

ARTICLE 29: TERM OF AGREEMENT

29.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2021 to October 31, 2024 except where modified by mutual agreement.

29.1.1 The parties agree that the contract period November 1, 2021 through October 31, 2024 salary and health benefits shall be open for negotiations. Both parties agree that two additional articles may be selected by each party every year of the contract. Any other issues mutually agreed upon by the parties may be reopened for negotiations.

29.1.2 Notice that the Association wishes to reopen negotiations and which issues it wishes to reopen must be given to the District by August 15. The District must give notice to CSEA of which issues it wishes to reopen by September 1.

29.1.3 The District agrees that if it receives additional funding, additional reduction in funding, CSEA and the District will meet and negotiate.

//

For the District:

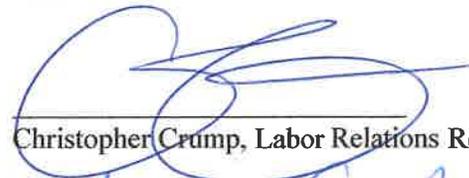


Dr. Victor Torres, Assistant
Superintendent of Human Resources

For CSEA:



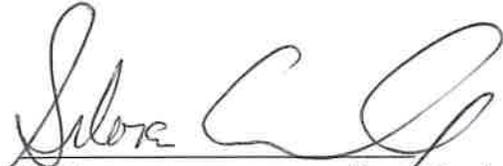
Ilene Poland, President, CSEA Chapter
#272



Christopher Crump, Labor Relations Rep.



John Avalos, Negotiating Team Member



Silvia Carrillo, Negotiating Team Member

Michael Holguin, Negotiating Team Member



Raymond Ibay, Negotiating Team Member



Jill Ortiz, Negotiating Team Member



Mayra Plascencia, Negotiating Team Member



Gricet Renteria, Negotiating Team Member

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Variable Term Service Waivers in Speech Language Pathology for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for Variable Term Service Waivers in Speech Language Pathology, as described under Education Code: 44265.3, for the following employees to serve as Speech Language Pathologists for the 2023-24 school year, until the employees complete a credential program and secure a credential:

Name	Grade Level	Site
Diana Diaz	K-8	Chavez
Natalie Gabrie	K-5	Marina West
Stephanie Gutierrez	K-5	Ritchen
Alexa Hanson	K-8	Curren
Keely Henkel	K-5	Ramona/McKinna
Christina Kennedy	6-8	Frank
Elizabeth Navarro	K-8	Driffill

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waivers in Speech Language Pathology, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Pupil Personnel Services, as described under Education Code: 44266, for Linda Truax to serve as a K-8 Mental Health Coordinator in the Pupil Services Department for the 2023-24 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Pupil Personnel Services, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Variable Term Waivers: Pupil Personnel Services Credential, School Counseling for Behavior Specialist Program Coordinator for the 2023-2024 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for Variable Term Waivers: Pupil Personnel Services Credential, School Counseling, as described under Education Code: 44266 to allow **Ruby Marron** and **Heather Brown** to serve as K-8 Behavior Specialist: Program Coordinators in the Special Education Department for the 2023-2024 school year, until said employees complete a credential program and secure a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waivers for a Pupil Personnel Services Credential, School Counseling for the 2023-24 school year, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Emergency Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Avigail Heilmann for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for an Emergency BCLAD Waiver, as described under Education Code 4453.3, for Avigail Heilmann to serve as a TK Biliteracy Teacher at Elm Street School for the 2023-24 school year until said employee receives a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency BCLAD Waiver for the 2023-24 school year, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of New Classification and Job Functions for Manager of Federal and State Grants (Categorically Funded) (Torres/DeGenna)

Under the direction of the Associate Superintendent, Educational Services or designee, the Manager of Federal and State Grants will provide support to the instructional program with specific responsibilities such as overseeing and implementing Federal and State Grants; facilitating the Coordination and Advisory Council of the LCSSP grant; organizing needs assessments to identify and address gaps; coordinating project activities with existing programs and the Local Control and Accountability Plan (LCAP); promoting the programs within the school system and to outside/community groups; developing partnerships with local employers and preparing required supporting documentation and reports; ensuring compliance with program requirements; and developing a sustainability plan for the grants.

FISCAL IMPACT:

The position will be funded from Learning Communities for School Success Program (LCSSP) and Mental Health Grant funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the new classification and job functions for Manager of Federal and State Grants (Categorically Funded), as presented.

ADDITIONAL MATERIALS:

Attached: [Manager of Federal and State Grants 6.7.2023 \(three pages\)](#)



**Manager of Federal and State Grants
(Categorically Funded)**

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 Manager of Federal and State Grants provides support to the instructional program with specific responsibilities such as overseeing and implementing Federal and State Grants; facilitating the Coordination and Advisory Council of the LCSSP grant; organizing needs assessments to identify and address gaps; coordinating project activities with existing programs and the Local Control and Accountability Plan (LCAP); promoting the programs within the school system and to outside/community groups; developing partnerships with local employers and preparing required supporting documentation and reports; ensuring compliance with program requirements; and developing a sustainability plan for the grants.

This position will be in existence for the duration of the Federal and State Grants.

This job reports to the Associate Superintendent of Educational Services, or Designee.

Essential Functions

- Plans and directs the implementation of services and operations of Federal and State Grants through a combination of delegation and personal involvement - for the purpose of ensuring new programs/services are provided within established timeframes in compliance with all related requirements.
- Collaborates with the Manager for Equity, Family and Community Engagement to implement and expand family engagement activities for the purpose of increasing home-to-school partnerships to increase student success, engagement, and attendance.
- Coordinates with site-based Outreach Service Consultants to provide standards for quantity and quality of services for the purpose of planning and implementing high quality attendance improvement plans.
- Monitors Federal and State Grant 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.
- Collaborates and plans with Director of Pupil Services and staff to provide services addressing truancy concerns (e.g. therapeutic mental health, substance use disorder treatment, etc.) for the purpose of ensuring compliance with Federal and State Grants requirements.
- Supervises, evaluates, and provides work directions to assigned certificated and classified staff for the purpose of monitoring performance, providing for professional growth and achieving overall objectives of Federal and State Grants.
- Designs and implements a variety strategies with an array of incentive and support services to children and families for the purpose of encouraging active participation by parents, public and private providers to support multiple Grants.
- Partners and collaborates with community-based organizations to support the implementation of evidence-based, non-punitive practices for the purpose of furthering the goals of keeping the most vulnerable students in school.
- Establishes the criteria to evaluate the effectiveness of the Federal and State Grant programs and personnel; monitors expected annual measurable outcomes as outlined in district LCAP for the purpose of decreasing chronic absenteeism and increasing student attendance rates.

- Works with the District Community Liaison and School Attendance Review Board (SARB) team to identify students who are chronically absent and provide strategic and needed support to students and families for the purpose of improving student attendance.
- Researches a variety of topics related to Federal and State Grants (e.g. current practices, student attendance, instructional materials, methods, curriculum guidelines, etc.) for the purpose of meeting the goals outlined in the program and developing new programs.
- Supports other upper level administrators for the purpose of collaborating with these administrators in achievement of department, program and district goals.
- Develops long and short range plans in relation to assigned Federal and State Grant responsibilities (e.g. policies, procedures, staffing, materials, equipment, space requirements, etc.) for the purpose of ensuring organizational objectives and grant goals are achieved in the most efficient and timely manner.
- Compiles data from a wide variety of sources (e.g. staff, public agencies, etc.) for the purpose of analyzing issues, ensuring compliance with established policies and procedures, and/or monitoring program components.
- Responds to issues involving staff, conflicts in policies and regulations, community concerns, parental requests that may result in some negative impact and/or liability if not appropriately addressed for the purpose of identifying the relevant issues and recommending or implementing a plan of action that will efficiently resolve the issue.
- Researches and monitors information required to manage the grants (e.g. reviewing relevant policies, current practices, staffing requirements, financial resources, etc.) for the purpose of developing new programs/services, ensuring compliance with relevant requirements, and securing general information for planning, taking appropriate actions.
- Prepares a wide variety of often complex materials (e.g. plans, budgets, funding requests, etc.) for the purpose of documenting activities and issues, meeting compliance requirements, providing audit references, making presentations, and/or providing supporting materials for requested actions.
- Facilitates - meetings that may frequently involve a range of issues (e.g. personnel actions, financial procedures, regulatory requirements, community involvement, actions involving outside agencies, interdepartmental needs, etc.) for the purpose of identifying appropriate actions, developing recommendations, supporting other staff, and serving as a District representative.

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 Educational Services.

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: operating standard office equipment including utilizing pertinent software applications; planning and managing projects; budgeting and financial management; and developing effective working relationships.

KNOWLEDGE 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 solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: Local Control and Accountability Plan of Oxnard School District; operations, community resources and services, and activities designed to support students and families within Ventura and neighboring counties; resources and supports students who are identified as chronically absent and/or who are experiencing difficulty engaging in school; general needs and behavior of children; principles of supervision; general budget concept; evidence-based treatment and assessment; and grant reporting program requirements at Federal and State levels.

ABILITY required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related 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 standardized methods. 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. Analyzes issues and create action plans. Use data and interpreta the data. 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; flexible to changing conditions; making quick and accurate decisions; working with multiple projects; dealing with frequent interruptions and changing priorities; maintaining confidentiality; and facilitating communication between persons with frequently divergent positions.

Responsibility

Responsibilities include: working under limited supervision using standardized practices and/or methods; directing other persons within a department, large work unit, and/or across several small work units; directing the use of budgeted funds within a work unit. 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, and significant fine finger dexterity. Generally the job requires 50% sitting, 20% walking, 30% standing. The job is performed under minimal temperature variations and in a generally hazard free environment. Lifting up to 25 pounds.

Experience: Job related experience with increasing levels of responsibility is required.

Qualifications:

1. An earned Master's degree from a recognized college or university.
2. A valid and appropriate Administrative Credential, Certificate of Eligibility, or completion of the School Leadership Licensure Assessment (SLLA) or California Preliminary Administrative Credential Examination (CPACE) for an Administrative Services Credential in compliance with the provisions of Title 5, *California Administrative Code*, Sections 80125-80127 and *California Education Code*, Section 44270. If credential/degree paperwork is in process, a letter must be provided from the college/university verifying that credential and/or degree will have been earned no later than the start date for the position.
3. Ability to meet district standards for physical and mental health.
4. Evidence of good moral character.
5. Such alternatives to the above qualifications as the District may find appropriate and acceptable.

Work Year: 222 days

Salary:

\$123,581	\$134,697	\$146,821
\$556.67	\$606.74	\$ 661.36

OXNARD SCHOOL DISTRICT
Board Policy Adopted:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of New Classification and Job Functions for TK-6 Biliteracy School Teacher (Torres/DeGenna)

The job description of the Dual Language Immersion Program teacher is being updated to reflect the current teacher's duties, responsibilities, and tasks. The original job description was drafted over 15 years ago and needed to be adjusted to meet the requirements of this position. In addition, our goal is to update the job description to attract competitive candidates.

Under the direction of a site principal, principal's designee or another appropriate administrator, the teacher will plan, implement, monitor, and assess within a biliteracy instructional program that is consistent with District and Board goals and philosophies, local site goals, and specific objectives based on assessment of student needs to teach reading, language arts, social studies, mathematics, science, art, health, and physical education to pupils utilizing course of study adopted by the Board of Education, and other appropriate learning activities; perform other related functions as required. Teaching assignments require bilingual skills in Spanish and English.

The Oxnard School District (OSD) implements an additive biliteracy program that supports the development of students' high linguistic and academic proficiency skills in both Spanish and English while also fostering global competence, a positive cross-cultural understanding and appreciation, and global citizenship evolving in our world. OSD's 50/50 biliteracy program is designed as a two teacher model with instruction in both languages that is standards-based, integrated and grounded on research and best practices.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the new Classification and Job Functions for TK-6 Biliteracy School Teacher, as presented.

ADDITIONAL MATERIALS:

Attached: [TK-6 BILITERACY SCHOOL TEACHER 06.07.2023 \(three pages\)](#)



OXNARD SCHOOL DISTRICT

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HUMAN RESOURCES

TK-6 BILITERACY SCHOOL TEACHER

Position Summary: Under the direction of a site principal, principal's designee or another appropriate administrator, the teacher will plan, implement, monitor, and assess within a biliteracy instructional program that is consistent with District and Board goals and philosophies, local site goals, and specific objectives based on assessment of student needs to teach reading, language arts, social studies, mathematics, science, art, health, and physical education to pupils utilizing course of study adopted by the Board of Education, and other appropriate learning activities; perform other related functions as required. Teaching assignments require bilingual skills in Spanish and English.

The Oxnard School District (OSD) implements an additive biliteracy program that supports the development of students' high linguistic and academic proficiency skills in both Spanish and English while also fostering global competence, a positive cross-cultural understanding and appreciation, and global citizenship evolving in our world. OSDs 50/50 biliteracy program is designed as a two teacher model with instruction in both languages that is standards-based, integrated and grounded on research and best practices.

Knowledge of:

1. Principles, theories, practices, methods and techniques used in curriculum development and biliteracy instruction
2. Inclusive and asset-based practices that support students' autonomy and critical thinking.
3. Lesson design that meets the social and academic needs of all students.
4. Tier 1 and Tier 2 interventions and supports.
5. The use of formative and summative assessments to guide instruction.
6. Educational technology that supports and enriches students' educational experience.
7. Language development pedagogy and strategies.
8. Curricula Frameworks and their application to instruction.
9. Classroom procedures that promote appropriate student conduct and motivation for student learning.
10. Parent engagement best practices.
11. Interpersonal skills using tact, patience and courtesy.
12. Applicable sections of the State Education Code and other applicable laws.

Responsibilities and Duties:

1. Demonstrate knowledge of the California Content Standards in all curricular areas.
2. Design grade-level lesson plans in content areas responsive to student profiles.
3. Provide balanced and integrated instruction in all curricular areas, including language arts, mathematics, English language development, history/social science, science, visual/performing arts, health, and physical education; utilizing the California Content Standards in each area.
4. Utilize district adopted instructional programs, strategies and curriculum, including strategies and supports for emergent bilinguals.
5. Provide appropriate Tier 1 and Tier 2 intervention strategies to ensure the academic success of all students.
6. Maintain high expectations for all students' academic achievement.
7. Implement the beliefs, mission statement, objectives, and parameters of the Strategic Plan, as adopted by the Board of Trustees.
8. Develop and utilize lesson plans that implement the Oxnard School District Curriculum Maps and reflect instruction in the California Content Standards appropriate to the grade level(s).



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HUMAN RESOURCES

9. Gather, maintain, and analyze student data to design and modify standards-based instruction.
10. Utilize technology in the classroom, as appropriate to support and enrich instruction.
11. Establish and maintain standards of pupil behavior needed to achieve a positive learning environment in the classroom.
12. Establish and maintain a classroom conducive to student achievement.
13. Engage and communicate with families and community to foster collaboration and maintain communication on students social and academic progress.
14. Calculate grades and prepare report cards according to district timelines and guidelines.
15. Administer, analyze, report, and utilize student assessments as prescribed by the district or school within the duty day. Support activities and events sponsored and approved by the district or school within the duty day.
16. Collaborate with partner teacher(s) to review curriculum, instructional goals, assessments, data in order to make instructional decisions based on the comprehensive view of each student.
17. Actively participate in professional learning communities
18. Develop and modify instructional materials to meet individual needs, interests and abilities of students.
19. Collaborate with special education staff and other personnel to provide appropriate instructional programs and modifications for students.
20. Collaborate with colleagues to support and improve the instructional process at the school/district level.
21. Adhere to school and district timelines/guidelines and working hours.
22. Perform basic attendance accounting, inventory of student books and materials, and other record-keeping as required.
23. Participate in school and district-level staff meetings and committees, as needed.
24. Plan and coordinate the work of paraprofessionals, if applicable.
25. Supervise students in out-of-classroom activities (on campus and on field trips) during the assigned duty day.
26. Participate in school and district plans to assure the safety of students.
27. Attend required professional development and meetings.
28. Other duties as assigned by the site administrator to be performed within the duty day.

The strongest candidates will demonstrate the following dispositions, skills, and experience:

Provide students the opportunity to become bilingual, biliterate, and socioculturally competent through a rigorous academic program in order to develop to their fullest potential as global citizens.

Minimum Qualifications:

- A bachelor's degree
- A valid California Teaching Credential in compliance with the provisions of *Title 5, Administrative Code* 80002-80127 and *Education Code* 44000-44665
- Appropriate Bilingual or BCLAD authorization, or equivalent (for Dual Language Immersion – Spanish)
- California Bilingual Credential/Certificate in Spanish, if applicable.
- Bilingual/biliterate in English and Spanish

What We Offer:



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HUMAN RESOURCES

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

How to Apply:

- You will be prompted to electronically attach a letter of interest, résumé, references, and any applicable credentials or licenses.
- In your letter of interest, please include an explanation of how you perceive this role in the context of your desired direction for professional growth.
- Please also submit two work samples: one written for a practitioner or policy audience, and one written for an academic audience.
- Our Human Resources team will then review your entire application to determine your eligibility status and contact you directly should you move forward in the process.

Working Conditions: The usual and customary methods of performing the job's functions requires the following physical demands: hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspections of data; and occasional lifting of boxes and equipment and bending or reaching for files and equipment. Weight of materials will vary, but generally fifty pounds or less. Generally the job requires 50% sitting, 25% walking and 25% standing, be able to lift 25 pounds. May be required to correctly transfer or restrain a child physically if needed. The job is performed under minimal temperature variations, a generally hazard free environment and in a clean atmosphere.

Work Year: Teacher Calendar Teacher Salary: \$53,304 - \$126,748

OXNARD SCHOOL DISTRICT: Board Policy Adopted: June 7, 2023

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy 5450.

Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Revisions to 2023-24 Classified Salary Schedule (Torres/Fuentes)

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.

The current classified salary schedule has 65 ranges from 3.0 to 35.0. Due to the minimum wage increase in California, the Personnel Commission and subsequently the Board approved the Campus Assistant classification to move up to range 13.5 and the Child Nutrition Worker to range 14.5 on May 3, 2023. As a result, no current classifications are utilizing ranges 3.0 to 13.0.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Classified Human Resources, that the Board of Trustees approve the revisions to the 2023-24 Classified Salary Schedule, as presented:

1. Recommending to delete unused low-end ranges 3.0 to 13.0 from the classified salary schedule.
2. Recommending to renumber the remaining ranges from 13.5 - 35 to 1 - 44.

ADDITIONAL MATERIALS:

Attached: [23-24 Classifications \(1 page\)](#)
[Classified Salary Schedule \(1 page\)](#)



2023-2024 Active Classifications w/ Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 11 Child Nutrition Cafeteria Coordinator
- 3 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 After School Program Site Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 26 Speech-Language Pathology Assistant
- 21 Preschool Teacher
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 8 Paraeducator - Special Education
- 7 Instructional Assistant - Special Ed. (SH)
- 7 Paraeducator III
- 6 Infant Program Assistant
- 6 Paraeducator II
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Preschool Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Maintenance Worker I
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 32 Site Technology Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$15.50 AVID Tutors

Classified salary schedule with 4.50% increase retroactive to 07/01/2021;



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 2	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 3	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 4	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 6	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 7	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 8	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 9	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 10	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 11	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 12	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 13	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 14	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 15	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 16	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 17	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 18	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 19	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 20	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 21	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 22	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 23	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 24	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 27	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 28	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 29	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 30	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 31	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 32	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 33	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 34	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 35	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 36	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 37	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 38	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 39	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 40	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 41	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 42	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 43	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 44	\$ 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) \$15.50 per hour

Classified salary schedule with 4.50% increase retroactive to 07/01/2021



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 2	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 3	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 4	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 6	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 7	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 8	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 9	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 10	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 11	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 12	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 13	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 14	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 15	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 16	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 17	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 18	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 19	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 20	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 21	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 22	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 23	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 24	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 27	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 28	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 29	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 30	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 31	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 32	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 33	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 34	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 35	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 36	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 37	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 38	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 39	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 40	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 41	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 42	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 43	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 44	\$ 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) \$15.50 per hour

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Interim Superintendent Employment Agreement (Robles-Solis/Aguilera-Fort)

The Employment Agreement Between the Oxnard School District and Dr. Anabolena DeGenna, Interim Superintendent, is presented for the Board's consideration. Dr. DeGenna will begin as the Interim Superintendent on July 1, 2023. The term of the agreement is for one year.

FISCAL IMPACT:

\$240,000.00

RECOMMENDATION:

It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the employment agreement for Dr. Anabolena DeGenna, Interim Superintendent, as presented.

ADDITIONAL MATERIALS:

Attached: [Employment Agreement DeGenna Interim Supt \(10 pages\)](#)

OXNARD SCHOOL DISTRICT
INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT
Between Oxnard School District and
Dr. Anabolena DeGenna

This Agreement is entered into the 7th day of June 2023, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Dr. Anabolena DeGenna ("Interim Superintendent") and constitutes a binding Agreement between the parties.

In consideration of the provisions and mutual promises contained herein, the District and the Interim Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs the Interim Superintendent and the Interim Superintendent agrees to be employed as Oxnard School District's Interim Superintendent for a term of one year (1) year commencing July 1, 2023, and ending June 30, 2024, subject to the terms and conditions set forth herein.
2. DUTIES AND RESPONSIBILITIES
 - 2.1 The Interim Superintendent shall serve as Chief Executive Officer of the District pursuant to §35035 of the California Education Code, in charge of all educational and financial matters pertaining to the operation of the District.
 - 2.2 All powers and duties which may lawfully be delegated to the Interim Superintendent are to be performed and executed by the Interim Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
 - 2.3 The Interim Superintendent shall serve as Secretary to the Board.
 - 2.4 The Interim Superintendent, subject to approval of the Board, shall have the additional responsibility of organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs. The Interim Superintendent, subject to the approval of the Board, shall have responsibility in all personnel matters, including selection, assignment and transfer of employees. In all personnel matters, the Interim Superintendent shall present her recommendations to the Board.
 - 2.5 Except as otherwise provided herein, the Interim Superintendent shall devote her time, ability and attention to the business of the District and shall be available on an on-call basis twenty-four hours a day for that purpose.
 - 2.6 The Interim Superintendent's work year shall be 246 duty days.
 - 2.7 The Interim Superintendent shall also perform such other duties as may be assigned to her from time to time by the Board majority. These duties must be within the scope of the Interim Superintendent's job title and job description.

3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Interim Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Interim Superintendent's performance of her duties under this Agreement. The Interim Superintendent shall inform the Board President of any outside professional activities prior to engaging in any outside professional activities for which the Interim Superintendent is to be compensated.
4. **ANNUAL SALARY:**
- 4.1 The salary of the Interim Superintendent shall be Two Hundred and Forty Thousand dollars and no cents (\$240,000.00) per year for the term of this Agreement, payable in equal monthly payments. The salary for any partial month worked shall be prorated for the number of days actually worked.
- 4.2 The Board reserves the right to increase the annual salary of the Interim Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Interim Superintendent accomplishing or satisfying predetermined goals and objectives. Within three (3) months of employment with the District, the Interim Superintendent and the Board shall jointly develop and agree on Goals and Objectives for the performance of the Interim Superintendent. An assessment to determine whether the goals and objectives have been satisfied will be completed by May 1, 2024. The parties may agree to alternative timelines. The Board shall then decide whether salary increases are warranted.
- 4.3 Under no circumstances shall this agreement be interpreted, applied or amended to provide for a reduction in annual salary below the level as of the date of acceptance of this agreement, unless such reduction is part of an across-the board reduction in certificated compensation generally. Any adjustment in salary made during the life of this agreement shall be in the form a written agreement, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement.
5. **HEALTH BENEFITS:** The Interim Superintendent may participate in the District provided health and welfare benefits at the same level provided to certificated management employees of the District. In lieu of participating in the District's health and welfare benefits, the Interim Superintendent may elect to have the cash equivalent (at the capped certificated management level) contributed to a 403(b) plan.
- 5.1 **Post-Retirement Benefits Eligibility:** If the Interim Superintendent retires from the District, the District shall contribute the full amount of to the Interim Superintendent's coverage for group health, vision, and dental insurance until the Interim Superintendent reaches age sixty-nine (69) or is eligible for Medicare from the Interim Superintendent's own earnings, whichever comes first. If the Interim Superintendent is eligible for Medicare prior to reaching the age of 69, the District's health insurance contribution

shall provide secondary supplemental coverage to Medicare A and B until age 69.

6. RETIREMENT BENEFITS: In addition to the compensation and benefits described in Article 4, the Interim Superintendent shall be provided with retirement benefits by and through enrollment in California State Teacher Retirement System (CalSTRS).
7. VACATION
 - 7.1 The Interim Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Interim Superintendent at the beginning of each school year. The Interim Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. Any days in excess of thirty (30) days will be cashed out at the Interim Superintendent's daily rate of pay and will be paid on or about June 30 of each year of this Agreement.
 - 7.2 In addition, the Interim Superintendent is entitled to the same holidays granted management employees.
 - 7.3 To prevent any misunderstanding between the District and the Interim Superintendent, the Interim Superintendent must provide an annual accounting of the use of vacation days to the Board President prior to the Interim Superintendent's annual evaluation.
 - 7.4 In the event of termination of this Agreement, the Interim Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.
 - 7.5 PERSONAL DAYS. In recognition of the extended hours, the on-call status and the many evening activities that the Interim Superintendent is expected to attend, the Interim Superintendent shall be entitled to take an additional five (5) days of personal leave, with pay, to be used at the Interim Superintendent's sole discretion, for any purpose, including personal matters. These additional Vacation Days must be taken in the year that they are earned. These Vacation Days shall not accrue and may not be carried over to the next school year.
8. PROFESSIONAL DUES: The District shall pay the Interim Superintendent's annual dues for the Association of California School Administrators (ACSA) and California Association of Bilingual Education (CABE) and California Association of Latino Superintendents and Administrators (CALSA). The District will also pay the Interim Superintendent's annual dues and fees for one additional membership association, service clubs or community agency(s) of the Interim Superintendent's choice.
9. EXPENSES: In accordance with its policies, the District shall reimburse the Interim Superintendent for all actual, reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Interim Superintendent's duties, including but not limited to expenses related to conferences,

seminars and travel. The Interim Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

10. TRANSPORTATION AND EQUIPMENT: In accordance with District policy, the Interim Superintendent shall be entitled to reimbursement for reasonable expenses for travel. Mileage expenses shall be reimbursed for travel outside of the District boundaries. Additionally, the Interim Superintendent shall be furnished with a cell phone, laptop and tablet which shall remain District property.

11. ADDITIONAL BENEFITS:

11.1 The Interim Superintendent shall be entitled to the same sick days accorded to certificated management employees. In no event shall the District make a cash payment to the Interim Superintendent for accumulated and unused sick leave.

11.2 The parties agree that the District may provide additional benefits to the Interim Superintendent. If so provided, such benefits shall be added to the terms and conditions of this Agreement by a written amendment to this Agreement. Such benefits may also be approved pursuant to properly noticed action items at a meeting of the Board. In addition, in accordance with the rules and regulations of the District, the Interim Superintendent shall be entitled to the usual and customary benefits granted to certificated management employees unless such benefits are in conflict with the written terms of the Agreement.

12. PROFESSIONAL GROWTH

12.1 The District encourages the Interim Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Interim Superintendent to perform her professional duties. The Interim Superintendent shall request permission from the Board President for her attendance at out-of-state meetings and reports to the Board President her appraisal of the meetings.

12.2 The District shall provide a reasonable amount of time for the Interim Superintendent to participate in such professional growth activities.

12.3 The Interim Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.

12.4 The Interim Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in this Article.

13. PROFESSIONAL LIABILITY

- 13.1 To the extent permitted by California law, the District agrees that it shall defend, hold harmless and indemnify the Interim Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Interim Superintendent for any incident arising out of the course and scope of her employment. If the District provides the Interim Superintendent with a defense, the Board shall have the right to settle the case if Board deems settlement to be in the best interest of the District and without liability to the Interim Superintendent.
 - 13.2 The provisions of Article 13.1 shall not apply to any action brought against the Interim Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.
 - 13.3 To the extent that the District provides a defense or indemnifies Interim Superintendent for any professional liability under this article and the employee is convicted of a crime involving an abuse of her office or position, the Interim Superintendent shall fully reimburse the District for any funds provided for such defense or any funds for indemnifying the Interim Superintendent. "Abuse of Office or Position" shall have the meaning ascribed to it in Section 53243.4 of the California Government Code.
14. GOALS AND OBJECTIVES: Within three months of employment with the District, the Interim Superintendent and the Board shall jointly develop and agree on Goals and Objectives for the performance of the Interim Superintendent. These Goals and Objectives shall be attached hereto as Exhibit A, and shall be incorporated into and made a part of this Agreement by reference as if fully set forth herein. These goals and objectives shall be among the criteria by which the Interim Superintendent is evaluated pursuant to Article 15 below.
15. REPORTING AND EVALUATION
 - 15.1 To assist the Interim Superintendent in her performance, members of the Board, individually and collectively, will endeavor promptly to convey all criticism, complaints and suggestions called to their attention, to the Interim Superintendent.
 - 15.2 In addition to a mid-year review of the Goals and Objectives of the Interim Superintendent by the Board, the Board shall also evaluate and assess, both verbally and in writing, the performance of the Interim Superintendent and the working relationship between the Interim Superintendent and Board annually, no later than June 30 of any year covered by this Agreement. The Interim Superintendent shall provide written notice of the June 30 deadline to the Board President in April of each year. The parties may agree to alternative timelines.
 - 15.3 Upon concluding the annual evaluation and based on the performance of the Interim Superintendent in that annual evaluation, the Board of Trustees may consider a merit increase and extension of the term for the Interim Superintendent.
16. REPRESENTATION AND WARRANTIES OF INTERIM SUPERINTENDENT

- 16.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Interim Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.
- 16.2 The Interim Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.
- 16.3 The Interim Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

17. TERMINATION OF EMPLOYMENT

17.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

17.2 Termination for Cause

17.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Interim Superintendent. Cause, under this Agreement is defined as any of the following:

17.2.1.1 The failure or inability of the Interim Superintendent to perform any substantial duties required under this Agreement or as required by law.

17.2.1.2 The commission by the Interim Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

17.2.1.3 A substantial breach of any covenant or condition of this Agreement by the Interim Superintendent, or a substantial breach of any representation or warranty made by the Interim Superintendent in this Agreement.

17.2.1.4 The commission or omission of any act by the Interim Superintendent which could constitute a permissible "for cause" termination under federal or California law.

17.2.2 The Board shall not terminate this Agreement pursuant to Article 17.2 until a written statement of the ground(s) for termination has first been served upon the Interim Superintendent. Within thirty (30) days of receipt of written statement, unless the time is extended by mutual written consent of the parties, the Board shall hold a conference with the Interim Superintendent, at which time the Interim Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Interim Superintendent shall have the right to

have a representative of her choice at the conference with the Board. The conference with the Board shall be the Interim Superintendent's exclusive right to any hearing before the Board. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement.

17.3 Termination Pursuant to Government Code Section 53260(a)

17.3.1 The District reserves the right to terminate this Agreement without alleging or demonstrating cause and without the consent of the Interim Superintendent pursuant to Government Code Section 53260(a). Any such termination shall be in writing and shall specify the effective date of the termination.

17.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement the District shall pay a maximum cash settlement, concurrently with the termination of the Interim Superintendent, of an amount equal to six (6) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health and welfare benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.

17.3.3 The Interim Superintendent agrees that the liquidated damages described in Article 17.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District.

17.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 17.3.2, the Interim Superintendent shall:

17.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

17.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

17.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Interim Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor."

- 17.3.5 The Interim Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Interim Superintendent but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.
 - 17.3.6 The District shall not be required to pay the liquidated damages described in Article 17.3.2 in the event that the Interim Superintendent exercises her right to unilaterally terminate this Agreement.
 - 17.3.7 If the Interim Superintendent is convicted of a crime involving an abuse of office or position as that term is defined in Section 53243.4 of the California Government Code, the Interim Superintendent agrees to fully reimburse any funds paid to her under Article 17.3.2 of the Employment Agreement.
18. Notwithstanding any other provision of this Agreement, should the Interim Superintendent be convicted of any crime involving the abuse of her position while employed with the District, including, but not limited to, waste, fraud, violation of law under color of authority, or a crime against public justice, including, but not limited to, any crime specified in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code, the Interim Superintendent shall reimburse the District for:
- 18.1 Any salary paid to the Interim Superintendent while on administrative leave pending an investigation into allegations of on-the-job misconduct;
 - 18.2 Any settlement proceeds paid for termination of this Agreement, including, but not limited to, those specified in section 17 above; or
 - 18.3 Any funds the District paid or advanced to the Interim Superintendent for purposes of her criminal defense against any charges involving abuse of her position while employed by the District, as set forth above.
19. **OUTSIDE EMPLOYMENT.** Should the Interim Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Board President in writing, her intention to do so.
20. **MEDICAL EXAMINATION.** The Interim Superintendent shall undergo an annual physical examination by a physician designated by the Interim Superintendent at no cost to her on or before the commencement of each fiscal year. Any expense beyond that paid by insurance shall be borne by the District. The Interim Superintendent agrees that a fitness for duty report shall be provided to the Board and shall thereafter be maintained in a sealed envelope in the Interim Superintendent's personnel file, only to be accessed by the Board

or Interim Superintendent.

- 20.1 In the event of illness or incapacity in excess of 60 calendar days the Board may require the Interim Superintendent to submit to a medical examination by a physician designated by the District. Any expense beyond that paid by insurance shall be borne by the District. The Interim Superintendent agrees that a fitness for duty report shall be provided to the Board and shall thereafter be maintained in a sealed envelope in the Interim Superintendent's personnel file, only to be accessed by the Board or Interim Superintendent.
21. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Interim Superintendent of its intent to continue to employ the Interim Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Interim Superintendent with notification of its intent not to renew the Agreement in writing not later than forty-five (45) days prior to the termination date of this Agreement including any and all amendments.
22. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
23. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
24. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
25. VENUE. If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
26. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
27. COUNTERPARTS. The District and the Interim Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS WHEREOF we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement on June 7, 2023, at a regular meeting of the Board of Trustees of the Oxnard School District.

Oxnard School District Board of Trustees:

Veronica Robles-Solis
Board President

MaryAnn Rodriguez
Member

Jarely Lopez
Clerk

Monica Madrigal Lopez
Member

Rose Gonzales
Member

I, Dr. Anabolena DeGenna hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Interim Superintendent of Schools of the Oxnard School District.

Date of Acceptance: June ____, 2023

Dr. Anabolena DeGenna

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 07, 2023

Agenda Section: Section D: Action Items

Approval of Cabinet Member Contract Amendments (Robles-Solis/Aguilera-Fort)

The following contract amendments are presented for the Board's consideration:

- Fourth Amendment to the Employment Agreement Between the Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent
 - This amendment provides for a retroactive raise of 10% for the 2022-2023 school year. The Board has completed the evaluation process for the Superintendent and considers merit increases at the conclusion of the process. Dr. Aguilera-Fort's last day with the District is June 30, 2023.
- First Amendment to the Employment Agreement Between the Oxnard School District and Dr. Anabolena DeGenna, Associate Superintendent
 - This amendment provides for a retroactive raise of 10% for the 2022-2023 school year. The Superintendent has completed the evaluation process for the Associate Superintendent and recommends consideration of a salary increase at the end of the process. Dr. DeGenna will begin a new employment agreement as the Interim Superintendent beginning July 1, 2023.
- First Amendment to the Employment Agreement Between the Oxnard School District and Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services
 - The Assistant Superintendent began in this position on January 1, 2023. This first amendment provides for a one-year extension of the term.
- First Amendment to the Employment Agreement Between Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources
 - The Assistant Superintendent began with the District on December 1, 2022. This first amendment provides for a one-year extension of the term.

FISCAL IMPACT:

10% salary increases to the existing agreements

RECOMMENDATION:

It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the Cabinet Member contract amendments, as presented.

ADDITIONAL MATERIALS:

- Attached:** [4th Contract Amendment Aguilera-Fort \(1 page\)](#)
[1st Contract Amendment DeGenna \(1 page\)](#)
[1st Contract Amendment Mitchell \(1 page\)](#)
[1st Contract Amendment Torres \(1 page\)](#)

**FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE
OXNARD SCHOOL DISTRICT AND DR. KARLING AGUILERA-FORT,
SUPERINTENDENT**

This Fourth Amendment to the Employment Agreement (“Fourth Amendment”) is made and entered into this 7th day of June, 2023 between the Oxnard School District (“District”) and Dr. Karling Aguilera-Fort, Superintendent (“Superintendent”). This Fourth Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2019 as follows:

Article 4 Salary

Article 4, Section 4.1.2 shall be added as follows:

4.1.2 The salary of the Superintendent shall be increased by ten (10) percent retroactive to July 1, 2022.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Karling Aguilera-Fort, Superintendent

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND DR. ANABOLENA DEGENNA, ASSOCIATE
SUPERINTENDENT, EDUCATIONAL SERVICES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 7th day of June, 2023 between the Oxnard School District (“District”) and Dr. Anabolena DeGenna, Associate Superintendent, Educational Services (“Associate Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Associate Superintendent effective August 24, 2022 as follows:

Article 4 Salary

Article 4, Section 4.1.2 shall be added as follows:

4.1.2 The salary of the Associate Superintendent shall be increased by ten (10) percent retroactive to July 1, 2022¹.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Anabolena DeGenna, Associate
Superintendent, Educational Services

¹The retroactive increase will be applied to Dr. DeGenna’s salary as Assistant Superintendent, Educational Services from July 1, 2022-August 31, 2022 and to the salary as Associate Superintendent, Educational Services beginning September 1, 2022.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND VALERIE J. MITCHELL, ASSISTANT
SUPERINTENDENT, BUSINESS & FISCAL SERVICES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 7th day of June, 2023 between the Oxnard School District (“District”) and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective January 1, 2023 as follows:

Article 1 Term

TERM OF AGREEMENT: The District hereby employs Valerie J. Mitchell as the District’s Assistant Superintendent for a term commencing January 1, 2023 and ending June 30, 2026, subject to the terms and conditions set forth herein.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Valerie J. Mitchell,
Assistant Superintendent, Business & Fiscal
Services

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. NATALIA TORRES, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 7th day of June, 2023 between the Oxnard School District (“District”) and Dr. Natalia Torres, Assistant Superintendent, Human Resources (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective December 1, 2022 as follows:

Article 1 Term

1 TERM OF AGREEMENT: The District hereby employs Natalia Torres as the District’s Assistant Superintendent for a term commencing December 1, 2022 and ending June 30, 2025, subject to the terms and conditions set forth herein

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Natalia Torres, Assistant
Superintendent, Human Resources

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section E: Approval of Minutes

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:

- May 17, 2023 Regular Meeting
- May 26, 2023 Special 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 May 17 2023 Regular Board Meeting \(14 pages\)](#)
[Minutes May 26 2023 Special Board Meeting \(4 pages\)](#)

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, May 17, 2023

5:00 PM - Open Meeting

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

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 17, 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 MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Trustee Madrigal Lopez and Trustee Lopez arrived during closed session. 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

Frank Meza, 6th grade student at Frank School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Isabella Rivera, 7th grade student at Frank School, read the district's Mission and Vision in English. Jarek Arellano, 8th grade student at Frank School, read the district's Mission and Vision in Spanish.

A.4. Presentation by Frank School

Tyler Higa, Principal, provided a presentation about Frank School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

Item D.1 - Approval of Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2022-23 Collective Bargaining Agreement, including Updated Compensation for the 2022-23 and 2023-24 School Years (Torres/Carroll) all references to the below Executive Summary language need to be revised as follows:

- "In 2023-24 Employee Benefits increase Cap by 3% for a total of \$415,801" change percentage to 4%
- "Off schedule payment for unit members who opted out of insurance effective July 1, 2023" change to "For those unit members who opted out of healthcare benefits for the 2022-23 school year; shall receive a 3% off schedule payment."

Motion #22-184 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 3 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 - Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

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

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:33 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

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. 22-05 (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 Appointment

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

- Manager, Math
- Manager, Special Programs & Services
- Principal, K-5
- Principal, K-8
- Public Employee Evaluation
- Superintendent
- Associate Superintendent
- Assistant Superintendents
- Principals

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

The Board reconvened to open session at 7:06 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported that the Board would be returning to closed session at the end of the regular meeting.

A.10. Adoption and Presentation of Resolution #22-32 Better Hearing and Speech Month, May 2023, "Building a Strong Foundation" (DeGenna/Jefferson)

The Board of Trustees adopted Resolution #22-32 in recognition of Better Hearing and Speech Month, May 2023.

Motion #22-185 Adoption of Resolution #22-32 Better Hearing and Speech Month, May 2023

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.11. Adoption of Resolution #22-33 in Recognition of "Classified School Employee Week 2023" (Aguilera-Fort)

The Board of Trustees adopted Resolution #22-33 in recognition of Classified School Employee Week 2023.

Motion #22-186 Adoption of Resolution #22-33 Classified School Employee Week 2023

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.12. Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, informed the Board that the Measure D BOC Chair was unable to attend the meeting to present the Committee's annual report. The item will be moved to a future meeting.

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

The newly appointed administrator was introduced to the Board of Trustees:

- Patricia Núñez, Director of Fiscal Services

Section B: PUBLIC COMMENT/HEARINGS

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

- Jennifer Solorio re: classified negotiations & salaries

B.2. Conduct Public Hearing to Sunshine the California School Employees Association's, Chapter #272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a public hearing to sunshine the California School Employees Association's, Chapter #272 (CSEA) initial proposals for 2022-2023 negotiations and requested the Board's approval to enter into contract negotiations for the 2022-2023 school year and any additional years as may be mutually agreed upon by the parties.

Motion #22-187 Approval for OSD and CSEA to Enter into Contract Negotiations for the 2022-2023 School Year and any Additional Years as may be Mutually Agreed Upon by the Parties

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-188 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

- C.1. Setting of Date for Public Hearing - Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)**
As presented.
- C.2. Appointment of Representative to Fill Vacancy – Measure D Citizens’ Bond Oversight Committee (Mitchell)**
As presented.
- C.3. Enrollment Report (Mitchell)**
As presented.
- C.4. Certification of Signatures (Mitchell)**
As presented.
- C.5. Purchase Order/Draft Payment Report #22-09 (Mitchell/Franz)**
As presented.
- C.6. Setting of Date for Public Hearing – Oxnard School District 2023-2024 Adopted Budget (Mitchell/ Núñez)**
As presented.
- C.7. Personnel Actions (Torres)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.8. Approval of Amendment #1 to Agreement #22-159 - City of Oxnard/Oxnard Police Department - SRO Services Cost Sharing (Aguilera-Fort/Nocero)**
To revise the term of the agreement for SRO services to cover the 2023-24 through 2025-26 fiscal years, at no additional fiscal impact.
- C.9. Approval of Agreement #22-237, Teacher Created Materials, Inc. (DeGenna/Ruvalcaba)**
To provide a one-time in-person parent seminar with Dr. Rebecca Palacios to engage families around the topic “Blanketing your child with success: everyday activities families can do with their children to foster behavioral, social emotional, and academic success” in order to reduce chronic absenteeism, May 31, 2023, in the amount not to exceed \$5,500.00, to be paid out of LCSSP Grant Funds.
- C.10. 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)**

To provide the Pre-construction portion of the Construction Services Agreement for the Drifhill K-8 New Transitional Kindergarten Facilities Project, May 18, 2023 through September 30, 2023, in the amount of \$27,870.00, to be paid out of Master Construct and Implementation Program funds.

C.11. Approval of Agreement #22-239 – STS Education (DeGenna/Shea)

To provide planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the Oxnard School District, May 19, 2023 through August 10, 2023, in the amount of \$231,380.00, to be paid out of ELOP Funds.

C.12. Approval of Agreement #22-240, Josie V. Ramirez (DeGenna/Ruvalcaba)

To provide an in-person dance performance by Kealoha and Company, “Expressions of Polynesia” at the Asian American and Pacific Islander Meet and Greet event at Brekke Elementary School on May 23, 2023, in the amount not to exceed \$850.00, to be paid out of Supplemental Concentration Grant Funds.

C.13. Approval of Agreement/MOU #23-05 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

To provide enrichment programming daily in the after school program at 20 schools in the Oxnard School District, including during the Writing and Steam Camp over the summer, consisting of Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics, July 1, 2023 through June 30, 2024, in the amount not to exceed \$3,150,200.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.14. Approval of Agreement/MOU #23-06 – Hip Hop Mindset (DeGenna/Shea)

To provide hip hop dance lessons after school to students at all schools in the Oxnard School District, July 1, 2023 through June 30, 2024, in the amount of \$1,601,320.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.15. Approval of Agreement #23-07 – Art Trek, Inc. (DeGenna/Shea)

To provide enrichment programs at all schools during our Expanded Learning Opportunity Programs, including over summer, after school, intersession, and professional development, July 1, 2023 through June 30, 2024, in the amount not to exceed \$4,367,810.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.16. Approval of Agreement #23-09 – Catalyst Family Inc. dba/Catalyst Kids (DeGenna/Shea)

To provide TK/K programming at 17 schools in the Oxnard School District that will meet the requirements of the Expanded Learning Opportunity Program, July 1, 2023 through June 30, 2024, in the amount of \$1,879,879.00, to be paid out of ELOP Funds.

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

C.17. Approval of Agreement #23-10 – PowerSchool Group, LLC (Mitchell)

To provide professional services in community demographic analysis and enrollment projections, July 1, 2023 through June 30, 2024, in the amount of \$23,841.23, to be paid out of the General Fund.

C.18. Approval of Field Contract #FC-P23-04974 – Allen Electric & Lighting, Inc. (Mitchell/Miller)

To replace a Lighting Control Panel at Soria School that is no longer functioning properly and affecting the operation of the lights in the MPR, in the amount of \$10,854.12, to be paid out of Deferred Maintenance funds.

Section C: RATIFICATION OF AGREEMENTS

C.19. Ratification of Agreement #22-236 – Elemental Hardware, Inc. (DeGenna/Shea)

To provide instruction and coaching for Summer Program staff with implementation of the Elemental Hardware Enrichment DIY hands-on projects to Oxnard School District students including delivery of all project sets/materials, May 15, 2023 through June 15, 2023, in the amount of \$15,200.00, to be paid out of ELOP Funds.

Section D: ACTION ITEMS

D.1. Approval of Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2022-23 Collective Bargaining Agreement, including Updated Compensation for the 2022-23 and 2023-24 School Years (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the revisions to the District's and OSSA's 2022-23 Collective Bargaining Agreement, including updated compensation for the 2022-23 and 2023-24 school years, in the amount of \$1,581,634.00 for 2022-23 FY and \$489,777.00 for 2023-24 FY, to be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Oxnard Supportive Services Association positions.

Motion #22-189 Approval of Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2022-23 Collective Bargaining Agreement, Including Updated Compensation for the 2022-23 and 2023-24 School Years

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

D.2. Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year and requested authorization for its submission to the State of California Commission on Teacher Credentialing.

Motion #22-190 Approval of Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- May 3, 2023 Regular Meeting

Motion #22-191 Approval of Minutes of Board Meetings as Presented – May 3, 2023 Regular Meeting

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption – Revisions to BB 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BB 9270 Conflict of Interest for Second Reading and Adoption.

Motion #22-192 Adoption of Revisions to BB 9270 Conflict of Interest

Mover: Jarely Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

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

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez
Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Frank Focus Students
- March Mathness - JiJi at Frank School
- Kamala School - thank you to classified staff
- March Mathness - JiJi at Lemonwood School
- Student Profile
- thank you to Pre-K teachers for their professionalism
- SPSA Clinic May 8, 2023
- CSBA Road Show at VCOE May 8, 2023
- Thank you to all classified employees
- Remembering Amelia Sugden

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

Rose Gonzales

- attended CSBA Road Show at VCOE
- attended Lopez Academy's Cinco de Mayo celebration
- attended Padres Juntos meetings
- let's continue doing the work to keep kids safe

Jarely Lopez

- shout out to Mr. Odell at Current for inviting her to visit his classroom
- condolences to Amelia Sugden's family
- looking forward to promotions

Monica Madrigal Lopez

- let's finish the year off strong

MaryAnn Rodriguez

- enjoyed seeing the 3D printed logo
- thank you to Frank counselors

Veronica Robles-Solis

- re: SPSA clinic - received positive parent feedback
- thank you to Mr. Higa and Frank Lobos

Reconvene to Closed Session

The Board reconvened to closed session at 7:54 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
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. 22-05 (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 Appointment
 - Manager, Math
 - Manager, Special Programs & Services
 - Principal, K-5
 - Principal, K-8
 - Public Employee Evaluation
 - Superintendent
 - Associate Superintendent
 - Assistant Superintendents
 - Principals

Reconvene to Open Session

The Board reconvened to open session at 9:42 p.m.

Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-193 Approval of Suspended Expulsion - Case #22-05

Mover: Monica Madrigal Lopez

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Jarely Lopez

Motion Result: Passed

Motion #22-194 Appointment of Matthew Haber as Manager, Mathematics

Mover: MaryAnn Rodriguez

Secunder: Jarely Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-195 Appointment of Sarah Lepe as Manager, Special Programs & Services

Mover: MaryAnn Rodriguez

Secunder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-196 Appointment of G. Amanda Kemp as Principal, K-8

Mover: Rose Gonzales

Secunder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-197 Appointment of Genaro Magaña as Principal, 6-8

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, MaryAnn Rodriguez, Monica Madrigal Lopez

Nays: 1 - Rose Gonzales

Motion Result: Passed

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

Motion #22-198 Appointment of Cristina Huizar as Principal, K-5

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-199 Appointment of Lynn Eboras as Principal, K-5

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-200 Appointment of Cheri Scriptor as Principal, K-5

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-201 Appointment of Maria Christina Fernandez as Principal, K-5

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:47 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adjourn

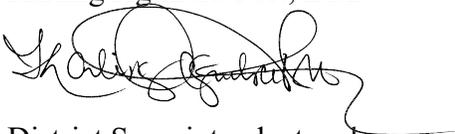
Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

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

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 7th day of June, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 17, 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

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 SPECIAL BOARD MEETING Friday, May 26, 2023

11:00 AM - Open 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.

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Robles-Solis called the meeting to order at 11:09 a.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Veronica Robles-Solis, Monica Madrigal Lopez (via Zoom) and Jarely Lopez (via Zoom). Also in attendance were Superintendent Karling Aguilera-Fort and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-202 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 11:10 a.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Anticipated Litigation:

- 1 case

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

- Public Employee Appointment

- Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 12:38 p.m.

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

A.7. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #22-203 Appointment of Dr. Anabolena DeGenna as Interim Superintendent Effective 2023-24 School Year, Pending Approval of Employment Agreement

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 12:40 p.m.

Motion to adjourn

Mover: Rose Gonzales

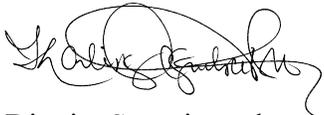
Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal 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 _____ day of _____, 20____, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of May 26, 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: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

AR 5113 Absences and Excuses has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of AR 5113 Absences and Excuses as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5113 Absences And Excuses\(6 pgs\).pdf](#)

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 09/18/2020 | Last Reviewed Date: 09/18/2020

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family. (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observation of a religious holiday or ceremony
 - d. Attendance at religious retreats for not more than four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at a student's naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. ~~religious exercises or to receive~~

moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 48205, 46014)

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church or demonization. (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

14. Work in the entertainment or allied industry. (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. ~~Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year.~~ (Education Code 48225.5)

15. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, or email, or voicemail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

- a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
 4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
 - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Policy Reference UPDATE

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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.

State	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)

Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Records (attendance) <u>Attendance records</u>
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (; compulsory full-time attendance)
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors
Management Resources	Description
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases

5141.33	<u>Head Lice</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5147	<u>Dropout Prevention</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>
6112	<u>School Day</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6164.2	<u>Guidance/Counseling Services</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6183	<u>Home And Hospital Instruction</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

AR 5131.41 Use of Seclusion and Restraint has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of AR 5131.41 Use of Seclusion and Restraint as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5131.41 Use of Seclusion and Restraint\(5 pgs\).pdf](#)

Regulation 5131.41: Use Of Seclusion And Restraint

Status: ADOPTED

Original Adopted Date: 12/01/2018 | Last Reviewed Date: ~~12/03/01/2018~~2023 Last Revised
Date: 03/01/2023

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law, as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which

the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her the staff member's body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any

signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students

subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

Policy Reference UPDATE Service

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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.

State	Description
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
U.S. Department of Education, Office of Civil Rights	Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct

5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144	Discipline
5144	Discipline

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to AR 5144 Discipline (DeGenna/Nocero)

AR 5144 Discipline has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of AR 5144 Discipline as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5144-Discipline\(10 pgs\).pdf](#)

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 09/18/2019 | Last Reviewed Date: 09/18/2019

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. For junior high, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, and the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day

on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
15. Reassignment to an alternative educational environment
16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 Plan. (U.S.C. 1412(a)(3))

Recess Restriction

Teacher's may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior, when recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the

parent/guardian. Students shall remain under the supervision of a certificated employee during the period of detention. Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal or principal's designee may, ~~at his/her discretion,~~ require a student to perform community service **during non-school hours** on school grounds, or with written permission of the student's parent/guardian off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension pursuant (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

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.

State References

	Description
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor - https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 44807.5	Restriction from recess
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal References

	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504

42 USC 1751-1769j School Lunch Program
 42 USC 1773 School Breakfast Program

Management Resources References Description

California Dept of Education Program Advisories Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

CSBAPublication The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014

CSBA Publication Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CSBA Publication Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015

CSBA Publication Student Success, Safe Schools: Strategies for Governing Boards to Ensure 2011

CSBAPublication Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

U.S. Dept of Education, Office for Civil Rights Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973

U.S. DOE, Office for Civil Rights Publication Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

Website CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

Website Public Counsel - <https://simbli.eboardsolutions.com/SU/7ptoaVvYMMjiftyOqc8WzyQ==>

Website U.S. Department of Education, Office for Civil Rights - <https://simbli.eboardsolutions.com/SU/xmCPrtCoZle111WmbX10Vg==>

Website California Department of Education - <https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

Website CSBA - <https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Cross References Description

0450 Comprehensive Safety Plan - <https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMluQe7AgmcJA==>

0450 Comprehensive Safety Plan - <https://simbli.eboardsolutions.com/SU/Uslshb5Do2FeXFvy4V3cHZljQ==>

0460 Local Control And Accountability Plan - <https://simbli.eboardsolutions.com/SU/NnrYCyphkzECvNyplusUjEMlg==>

0460 Local Control And Accountability Plan - <https://simbli.eboardsolutions.com/SU/AI9815kDdHZgSH2LipSIQ==>

1312.3 Uniform Complaint Procedures - <https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA==>

1312.3 Uniform Complaint Procedures - <https://simbli.eboardsolutions.com/SU/uHJnyhA32x2VTzoXoyk3sg==>

3512 Equipment -

- <https://simbli.eboardsolutions.com/SU/plusDQFh8M2NW3wF7YQqtXbRA==>
- 3512-E PDF(1) Equipment -
<https://simbli.eboardsolutions.com/SU/V6OsHOPplus5L5M1hu3Ild3w==>
- 3513.3 Tobacco-Free Schools -
<https://simbli.eboardsolutions.com/SU/X9aOZftu2fUw7CslshsDVWWvQ==>
- 3513.3 Tobacco-Free Schools -
<https://simbli.eboardsolutions.com/SU/8FvxdGsLUtUSiZDbXrf8w==>
- 3515 Campus Security -
<https://simbli.eboardsolutions.com/SU/8E6AR0E4YsBfgcVYslshGvqAw==>
- 3515 Campus Security -
<https://simbli.eboardsolutions.com/SU/DmuzXe2mSRO1ooC5b0uVWQ==>
- 3515.4 Recovery For Property Loss Or Damage -
<https://simbli.eboardsolutions.com/SU/VWMr6w82Oad5ThGCQbJslshuA==>
- 3515.4 Recovery For Property Loss Or Damage -
<https://simbli.eboardsolutions.com/SU/oe3dhjU4Zh9uYBh4JxA83w==>
- 3543 Transportation Safety And Emergencies -
<https://simbli.eboardsolutions.com/SU/KmbwxaJX13dmmZpigQiJYQ==>
- 4131 Staff Development -
<https://simbli.eboardsolutions.com/SU/LzhhW2OPuSvfql1abo4kFg==>
- 4158 Employee Security -
<https://simbli.eboardsolutions.com/SU/TAcslshgBW3EcJdaxHi2plusKXug==>
- 4158 Employee Security -
<https://simbli.eboardsolutions.com/SU/BqsyPD5fjC3EslshM2ncFhm5g==>

4258	Employee Security - https://simbli.eboardsolutions.com/SU/oBUrfvpHI037h2eslshRzwsqQ==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/5p7s6202AX7gtW5ybQobtA==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/8D3be5GmTbtIRYxvY0eFYg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/walNRsS1XK7e2Yt3aDAbZw==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/aG5KMCxrM1EMQiM0VZ8qMg==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/RPy1SvzkVn6opmfYi5MFhA==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/ktKLQyzkZoslshOXaJuNFxwfA==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/0Xcd44hmhINUwwVCar1YA==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cvNTzJrR1UrqGEfvrHGCTg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/WFOI9m4aysbLXbwIklCxjg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/dftslshpKwCGCwplus2F7ytUWHIA==
5112.5	Open/Closed Campus - https://simbli.eboardsolutions.com/SU/tHY2Xcqde8fl2IkBH4y6Mw==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/ZkldCE5vRXbwkgWfWB5ZPQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==
5125	Student Records - https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==
5127	Graduation Ceremonies And Activities - https://simbli.eboardsolutions.com/SU/42hzSqmu6711mljzBQJgg==
5131	Conduct - https://simbli.eboardsolutions.com/SU/8vSCxp7KonbRhqslshHs3slshaJA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/7plusJ6X0iIOuFMHwyV3emrcw==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/0bMMmjNCiwMHsaVF9Sf8jg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/UYPbuBJnUvkGVg9CYBvL5Q==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/IBGRVvIGipUI7XiGzhbbZw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/elzQ6TRvvMI9DYmZjyusYQ==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/cyHu7KRFyG2PiyTslshUQJYLA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnHslshRQ==
5131.6	Alcohol And Other Drugs -

<https://simbli.eboardsolutions.com/SU/iU160zk2oMPG56IQ3cRVkw==>

5131.62

Tobacco -

<https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWyINQ==>

5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/nefvt3DKdnGFtTfWzm0Pkg==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/QULI68UyGsXIRyKlaepfZg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/fpXM0qYxQkPGYXN51IHLbQ==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/Jzi7qv3INZQyEi87rtP4XA==
5131.9	Academic Honesty - https://simbli.eboardsolutions.com/SU/jHDscWTcCvD0XL18TJjh6Q==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWqSbig==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkipvnYOfQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/UQj0WWExCZaXkhUrFVUFrg==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/z8duLhAANjAfCTULBQajOQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/mCHuclMZ9oURZzGcd882slshg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/pngiBsCsQWrMXQP0YIB5Mw==
5142	Safety - https://simbli.eboardsolutions.com/SU/hBUAfmtOw91s4qhaibWYQg==
5142	Safety - https://simbli.eboardsolutions.com/SU/Es3LLbrslshmhqY2dUyiGeCXA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/QNN09kO8bEOY9gq4SQfslshQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/wWplusslsh98Uv9AGslshslshLf10UQhFQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/9B0prLDP7XoGZoqG7ijf1A==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/ejgB3U9Sju6c0tnnRJGrPg==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/1eJF8v8v4MFPKAMT6AdaEQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/IBslshXJfnmFplusnplusTxfY1slpIA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgow==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/kTkfQJhDcdhwpNekKm2WQA==

- 5145.7 Sexual Harassment - <https://simbli.eboardsolutions.com/SU/zRp34nRUfflu8FGFjTzQQ==>
- 5145.9 Hate-Motivated Behavior - <https://simbli.eboardsolutions.com/SU/Xlxsm1zCXeXw9plusKe4fb1yg==>
- 5148.2 Before/After School Programs - <https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIVpQagA7HQ==>

5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySo3NWVA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/uB43poZplusUmpnzGHqk0BQvQ==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/af5d1vt3AlxJTrYDbYS6SQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==
6145.8	Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/K3idYhuQELNQQBrFQcO1jw==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/g3fGAN8pnnXLhfODY6CT1w==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/MGNI2RAdc57r3Ft4yxuc8w==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/2i46x0XNYxDsgouM3Aqaslshg==
6162.54	Test Integrity/Test Preparation - https://simbli.eboardsolutions.com/SU/uXGPEKKcMdeiD8Qorl3SBw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/laslshCSong3M3plusmrQE745DVQ==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/QcEevqJCslshseJQhOWvesQKw==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/4NbmGW05OSKY6l12PdZaYA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/JWRTD1plusoNpGNplusbbgluFYg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFZdKcg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/qjywYOtjpWa0M8DeIWuH1w==

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

AR 5144.1 Suspension and Expulsion/Due Process has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of AR 5144.1 Suspension and Expulsion/Due Process as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5144.1 Suspension and Expulsion-Due Process\(21 pgs\).pdf](#)

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, **so long as R** removal from a particular class **shall does** not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-~~11058~~ **11059**, alcoholic

beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented **the** same as ~~such~~ **a** controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, **287**, 288, **289, or former** 288a, or ~~289~~, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

***Credible impersonation* means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))**

***False profile* means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))**

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out **the crime**. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act specified in Ed Code 48900 and listed as items #1-48 **19** under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, may be placed in any other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

~~This notice shall also:~~

- ~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~
- ~~2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~
- ~~3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1~~

Suspension by Superintendent, Principal, or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend a student found at school or at a school activity **away from school** to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required (Education Code 48915(c))

Suspension may be imposed upon a first offense if the Superintendent, principal, or designee determines that the student violated ~~items~~ **Items** # 1-5 listed in "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons or property. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension ~~or~~ **upon a student,**

including supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, presented with and the evidence against him/her the student, and given the opportunity to present his/her the student's version and evidence in support of his/her the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and student county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable the county social worker, in person, by email, or by telephone or in person. Whenever a student is suspended, the parent/guardian, or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and, if applicable, the

county social worker, shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.

5. Parent/Guardian Conference: Whenever a student is suspended, school officials may request conduct a meeting with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference (Education Code 48911)

4. 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district district's educational liaison for foster youth of the need to invite the student's foster youth's educational rights holder, attorney and a representative of the appropriate county child welfare agency social worker, or the Indian child's tribal social worker, or if applicable, the county social worker to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
- e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board of Trustees may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion:

Grades 4-12," above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to an on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, in person, by email or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, 11059, except for:
 - a. ~~the~~ The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes

c. Medication prescribed for the student by a physician

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student and the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student and ~~parent/guardian~~ the student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and ~~parent/guardian~~, the student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth, and Homeless Students, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the student's foster youth's educational rights holder, attorney, and a representative of an appropriate child welfare agency county social worker, or the Indian child's tribal social worker, and if applicable, county social worker, at least 10 calendar days

prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

4. **1.** Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **3.** Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **4.** Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in ~~item #4~~ **Item #6** below. (Education Code 48918(i))

4. **5.** Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for

Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. 7. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
- a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand
6. 8. Decision: The Board's decision as to whether to expel a student shall be made within 40

school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e)).

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "Mandatory Recommendation and Mandatory Expulsion" listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date

when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The **if a student is expelled from school, the** student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in ~~items~~ **Items** #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and ~~items~~ **Items** #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the **student's parent/guardian, or other person holding the right to make educational decisions for the student**, and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the **student's parent/guardian, or other person holding the right to make educational decisions for the student** shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the **student's parent/guardian, or other person holding the right to make educational decisions for the student**, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
6. The Board shall provide written notice to the expelled student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (~~Education Code 48916~~)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including the specific

cause(s). (Education Code 48900.8)

The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

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.

State

CCP. 1985-1997
Civ. Code 47
Civ. Code 48.8
Ed. Code 17292.5
Ed. Code 1981-1981.5
Ed. Code 212.5
Ed. Code 233
Ed. Code 32261
Ed. Code 35145
Ed. Code 35146
Ed. Code 35291
Ed. Code 35291.5
Ed. Code 48645.5
Ed. Code 48660-48666
Ed. Code 48853.5
Ed. Code 48900-48927
Ed. Code 48950
Ed. Code 48980
Ed. Code 49073-49079
Ed. Code 52052
Ed. Code 52060-52077
Ed. Code 64000-64001
Ed. Code 8239.1
Gov. Code 11455.20
Gov. Code 54950-54963
H&S Code 11014.5
H&S Code 11053-11058
Lab. Code 230.7
Pen. Code 240
Pen. Code 241.2
Pen. Code 242
Pen. Code 243.2
Pen. Code 243.4
Pen. Code 245
Pen. Code 245.6
Pen. Code 261
Pen. Code 266c
Pen. Code 286
Pen. Code 288
Pen. Code 288a
Pen. Code 289
Pen. Code 31

Description

[Production of evidence; means of production](#)
[Privileged communication](#)
[Defamation liability](#)
Program for expelled students
Enrollment of students in community school
Sexual harassment
Hate violence
Interagency School Safety Demonstration Act of 1985
Open board meetings
Closed sessions regarding suspensions
Rules (for government and discipline of schools)
Rules and procedures on school discipline
Former juvenile court school students; enrollment
Community day schools
Foster youth
Suspension and expulsion
Speech and other communication
Parent/Guardian notifications
Privacy of student records
Numerically significant student subgroups
Local control and accountability plan
Consolidated application
Prohibition against expulsion of preschool student
Contempt
The Ralph M. Brown Act
Drug paraphernalia
Standards and schedules
Employee time off to appear in school on behalf of a child
Assault defined
Assault fines
Battery defined
Battery on school property
Sexual battery
Assault with deadly weapon
Hazing
Rape defined
Unlawful sexual intercourse
Sodomy defined
Lewd or lascivious acts with child under age 14
Oral copulation, defined
Penetration of genital or anal openings
Principal of a crime, defined

Pen. Code 417.27
Pen. Code 422.55
Pen. Code 422.6
Pen. Code 422.7
Pen. Code 422.75
Pen. Code 626.10
Pen. Code 626.2

Pen. Code 626.9
Pen. Code 868.5
W&I Code 729.6

Federal

18 USC 921
20 USC 1415(K)
20 USC 7961
42 USC 11432-11435

Management Resources

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision
U.S. DOE, Office for Civil Rights
Publication
Website
Website

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Website
Website
Website

Notice

Unique Policy

Laser pointers
Definition of hate crime
Crimes, harassment
Aggravating factors for punishment
Enhanced penalties for hate crimes
Dirks, daggers, knives, razors, or stun guns
Entry upon campus after written notice of suspension or dismissal without permission
Gun-Free School Zone Act of 1995
Supporting person; attendance during testimony of witness
Counseling

Description

Definitions, firearm
Placement in alternative educational setting
Gun-free schools
Education of homeless children and youths

Description

80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
84 Ops.Cal.Atty.Gen. 146 (2001)
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
[CSBA District and County Office of Education Legal Services](#)
[U.S. Department of Education, Office of Safe and Healthy Students](#)
[California Attorney General's Office](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education, Office for Civil Rights](#)

Description

This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.

Cross References

Code

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0450
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0460
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Description

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[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[District-Sponsored Social Media](#)

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1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
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3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
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5112.5	Open/Closed Campus
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5125	Student Records
5125	Student Records
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5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids

5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
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6164.6	Identification And Education Under Section 504
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities (DeGenna/Jefferson)

AR 5144.2 Suspension and Expulsion/Due Process - Student with Disabilities has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Special Educational Services that the Board of Trustees receive the revision of AR 5144.2 Suspension and Expulsion/Due Process - Student with Disabilities as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5144.2 - Suspension And Expulsion_Due Process \(Students With Disabilities\) \(11 pgs\).pdf](#)

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)

Status:
ADOPTED

Original Adopted Date: 05/21/2014 | **Last Reviewed Date:** 05/24/2014 03/01/2023

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

~~Procedures for Students Not Yet Eligible for Special Education Services~~

~~A student who has not been officially identified as a student with a disability pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)~~

~~The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)~~

- ~~1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.~~
- ~~2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.~~

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

- ~~3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.~~

~~The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)~~

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 **cumulative** school days in a school year, as long as the **pattern of** suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (**Education Code 48903;34 CFR 300.530**)

~~The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.~~

~~(cf. 6159 – Individualized Education Program)~~

The **Superintendent or designee** ~~district~~ shall determine, on a case-by-case basis, whether a pattern of removals of a student from **the student's** ~~his/her~~ current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under **either of the following** any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to **the student's** ~~his/her~~ behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, ~~indicate a change of placement.~~

If **a student's** ~~the removal is~~ ~~has been~~ determined to be a change of placement as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. **Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur.** (20 USC 1412(a)(1)(A); (34 CFR 300.530)

Services During Suspension

~~Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)~~

If **the IEP of** a student with a disability **requires the district to provide the student with** ~~is excluded from~~ school bus transportation, the **district** ~~student shall be provided~~ ~~the student with~~ an alternative form of transportation at no cost to the student or his/her **the student's** parent/guardian **when, as a**

result of a suspension, the student is excluded from school bus transportation, provided that transportation is specified in his/her IEP. (Education Code 48915.5)

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

~~(cf. 3541.2 – Transportation for Students with Disabilities)~~

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her the student to participate in the general education curriculum and to progress toward meeting the goals set out in his/her the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

~~(cf. 5145.6 – Parental Notifications)~~

~~(cf. 6159.1 – Procedural Safeguards and Complaints for Special Education)~~

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

a. Caused by or had a direct and substantial relationship to the student's disability

b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she the student was removed, unless the parent/guardian and district Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

~~(cf. 6159.4 – Behavioral Interventions for Special Education Students)~~

4. Determination that Behavior is Not a Manifestation of the Student's Disability: ~~If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her~~ When it has been determined that the student's conduct was not a manifestation of the disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

~~The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.~~ As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

~~(cf. 6158 – Independent Study)~~

~~(cf. 6185 – Community Day School)~~

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), ~~he/she~~ **the parent/guardian** may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those ~~used for all adopted for~~ students **without disabilities**. Upon readmission **of a student with disabilities**, an IEP team meeting shall be convened **to review and, as necessary, modify the student's IEP**.

~~Suspension of Expulsion~~

Decision Not to Enforce Expulsion Order

The **Governing** Board of Trustees' criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that ~~he/she will not disclose~~ the student's information or records **will not be disclosed** to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

~~(cf. 5131.7 – Weapons and Dangerous Instruments)~~

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

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.

State	Description
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules of governing board
Ed. Code 48203	Reports of severance of attendance of disabled students
Ed. Code 48853.5	Foster youth and Indian child's representatives' right to receive notices
Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 49076	Access to student records
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56320	Educational needs; requirements
Ed. Code 56321	Development or revision of individualized education program
Ed. Code 56329	Independent educational assessment
Ed. Code 56340-56347	Individualized education program teams

Ed. Code 56505	State hearing
Ed. Code 56521.2	Behavioral interventions
Pen. Code 245	Assault with deadly weapon
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal

18 USC 1365	Description Serious bodily injury
18 USC 930	Weapons
20 USC 1412	State eligibility
20 USC 1414	Evaluations, eligibility determinations, individualized education programs, and educational placements
20 USC 1415	Procedural safeguards
21 USC 812	Schedule of controlled substances
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.530-300.537	Discipline procedures

Management Resources

Court Decision	Description Honig v. Doe (1988) 484 U.S. 305
Court Decision	M.P. v. Governing Board of Grossmont Union High School District (1994) 858 F.Supp. 1044
Court Decision	Parents of Student W. v. Puyallup School District (1994 9th Cir.) 31 F.3d 1489
Court Decision	Schaffer v. Weast (2005) 546 U.S. 49
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Ofc of Special Education & Rehabilitative Svcs Pub	Letter Commenting on Hearing Officer Authority to Determine whether Conduct is a Violation of Student Code of Conduct, July 2012
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022

Ofc of Special Education & Rehabilitative Svcs Pub	Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022
Office of Administrative Hearings	Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917
U.S. Dept of Education Office for Civil Rights Pub	Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
U.S. Dept of Education Office for Civil Rights Pub	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code

Description

Description

0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/ryiOKslshMplusW4HslshslshWMh5sSZ1w==
3541.2	Transportation For Students With Disabilities
3541.2	Transportation For Students With Disabilities
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/1fe nJxnTqXT1BhlvWdeWA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/L6i9RwB51Lbplusbn135tH3Bg==
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security

5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/Lz97LnzWjMXSu91JfHK6HA==
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/MwcrPaiVN3oQ15PFbAoQPA==
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.62	Tobacco
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/LajME9ACpdiQrDDMkT6VQw==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/cOo4hkLm8cIB8vsIsho3Q7MLA==
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6120	Response To Instruction And Intervention

6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6163.4-E PDF(1)	Student Use Of Technology
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/3Ht4rBWGplusXBfB2lhozFRg==
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/KkY8miqdW4plusznm6ryYow7Q==
6185	Community Day School - https://simbli.eboardsolutions.com/SU/m8dwsIshTAyjm6k58NpbUxTJA==
6185	Community Day School - https://simbli.eboardsolutions.com/SU/4lhiHc7rwaMmB800XOzt3A=

9321

Closed Session -

<https://simbli.eboardsolutions.com/SU/6Okac2n002IH7QiOyqvirA==>

9321- E(1)

Closed Session -

<https://simbli.eboardsolutions.com/SU/HugJnLcusrzLSVT90UPEcA==>

9321-E (2)

Closed Session -

<https://simbli.eboardsolutions.com/SU/wSrEqCMiEHslshYFCluMQnxBg==>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

BP/AR 6173 Education for Homeless Children has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of BP/AR 6173 Education for Homeless Children as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 6173 Education For Homeless Children\(11 pgs\).pdf](#)
[BP 6173 Education For Homeless Children\(8 pgs\).pdf](#)

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 11/16/2011 | Last Revised Date: 12/16/2020 | Last Reviewed Date: 12/16/2020

Definitions

Homeless students **or students experiencing homelessness** means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (Education Code 48859; 20 USC 11434a)

School of origin means the school that the homeless student **experiencing homelessness** attended when permanently housed or the school in which he/she was last enrolled, including a preschool. If the school the homeless student **experiencing homelessness** attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison ~~shall determine~~, in consultation with and with the agreement of the homeless student **experiencing homelessness** and the person holding the right to make educational decisions for the student, **and shall determine which school is**, in the best interests of the homeless student **experiencing homelessness**, ~~which school shall be deemed the school of origin.~~ (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student **experiencing homelessness**, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Oxnard School District Director of Pupil
Services 1051 South A Street, Oxnard,
CA 93030
805-385-1501 x2161

The district's liaison for homeless students shall: (Education Code **48851.3, 48851.5, 48852.5**; 42 USC 11432)

1. Ensure that homeless students **experiencing homelessness** are identified by school

personnel and through outreach and coordinated activities with other entities and agencies

2. Ensure that homeless students **experiencing homelessness** enroll in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and children and youth **students experiencing homelessness** have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district
4. Ensure that homeless families and students **experiencing homelessness** receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians are informed of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children
6. Disseminate notice of the educational rights of homeless students **experiencing homelessness** in locations frequented by parents/guardians of ~~homeless children and youth~~ **students experiencing homelessness** and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law, "Resolving Enrollment Disputes" below
8. ~~Parent/guardians are fully informed of homeless~~ **Fully inform parents/guardians of** students **experiencing homelessness** and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice
9. ~~Ensure that~~ **Offer annual training related to the district's homeless education program policies to school personnel providing who provide services to homeless students experiencing homelessness, including principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel, receive to ensure that such employees are informed of available training, professional development, and other support, and the services provided by the district liaison for homeless students**
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to ~~homeless~~ students **experiencing homelessness**, including the provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a ~~homeless~~ student **experiencing homelessness** who is undergoing a disciplinary proceeding that could result in ~~his/her~~ **the student's** expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform ~~homeless children and youth~~ **students experiencing homelessness**, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. ~~He/she~~ **The Superintendent or designee** shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students experiencing homelessness based on the student's best interest. (Education Code 48850; 42 USC 11432)

In determining a student's best interest, a homeless student experiencing homelessness shall, to the extent feasible, be placed in his/her the school of origin, unless his/her the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

~~In~~ When determining a student's best interest the best interest of the any student experiencing homelessness, the district shall consider give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student. The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other student-centered factors related to the student's best interest, including factors related to the impact of mobility on the student's achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth shall also be considered. (Education Code 48850; 42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student experiencing homelessness lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the District's liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

~~In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)~~

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement

regarding the right to appeal the placement decision. (42 USC 11432)

At the point of any change or subsequent change in the residence of a student experiencing homelessness, the student may continue attending his/her the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student experiencing homelessness has the benefit of matriculating with his/her the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she the student shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's housing status changes before the end of the school year so that he/she the student is no longer homeless experiencing homelessness, he/she shall be allowed to stay in the school of origin:
(Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions, related to eligibility, school selection, or enrollment and of the parent/guardian's or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of their roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them the student's parents/guardians or unaccompanied youth that they may provide

written and/or oral documentation to support their position **may be provided**

2. Inform ~~them~~ **the student's parents/guardians or unaccompanied youth** that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide ~~them~~ a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide ~~them~~ a copy of the dispute form they submit for their records
5. Provide ~~them~~ the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter. Any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a ~~homeless student~~ **experiencing homelessness** to and from ~~his/her~~ **the student's** school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. (Education Code 39807.5)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they ~~cease to be homeless~~ **secure permanent housing**, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Eligibility for Extracurricular Activities

A ~~homeless student~~ **experiencing homelessness** who enrolls in any district school shall ~~be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities~~ **have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation.** (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of homeless students **experiencing homelessness**, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students **experiencing homelessness**, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to students **experiencing homelessness**, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

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.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
<u>Ed. Code 48851.3</u>	<u>Homeless education program policies; liaison responsibilities</u>
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
<u>Ed. Code 48852.3</u>	<u>Monitoring for compliance with chapter</u>

Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE

Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation
Website	California Child Welfare Council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program

3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence AndTruancy
5113.1	Chronic Absence AndTruancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations

5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/DueProcess
5144.1	Suspension And Expulsion/DueProcess
5144.2	SuspensionAndExpulsion/DueProcess(Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of AcademicCredit
6146.3	Reciprocity Of AcademicCredit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	AppointmentOfSurrogateParentForSpecial Education Students

6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 11/16/2011 | Last Revised Date: 12/16/2020 | Last Reviewed Date: 12/16/2020

The Governing Board believes that the identification of students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that students experiencing homelessness. Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

The Superintendent or designee shall review district policies at least once every three years and recommend updates to ensure removal of identify and remove any barriers to the identification and enrollment of homeless education of students experiencing homelessness and unaccompanied youth. Any such review shall address identification, enrollment, and to the retention of homeless students such students, including those barriers that are due to absences or outstanding fees or fines. (Education Code 48851.3; 42 USC 11432)

When there are at least 15 homeless students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for students experiencing homelessness shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness.

The Superintendent or designee shall ensure that each district school identifies all students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of students experiencing homelessness, the Superintendent or designee shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851). In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

Information about a homeless student's the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g, and shall

not be released without written consent. (42 USC 11432)

The Superintendent or designee shall ensure that placement decisions for homeless students experiencing homelessness are based on the student's best interest as defined in law and administrative regulation.

Each homeless student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (Education Code 48850; 42 USC 11432)

Homeless students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the their unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for students experiencing homelessness are provided in a manner and form understandable to student's parents/guardians and to unaccompanied youths.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth students experiencing homelessness are promptly identified, ensure that homeless students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students experiencing homelessness and services for students with disabilities. (42 USC 11432)

At least annually, the District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, and to provide training on the definitions of terms related to homelessness, recognition of signs that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3; 42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students experiencing homelessness, which may include, but are not limited to, housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students experiencing homelessness.

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.

State
5 CCR 4600-4670

Description
Uniform complaint procedures

Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
<u>Ed. Code 48851.3</u>	<u>Homeless education program policies; liaison responsibilities</u>
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
<u>Ed. Code 48852.3</u>	<u>Monitoring for compliance with chapter</u>
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities

Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council Publication	Description Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	RelationsBetweenOtherGovernmentalAgenciesAndThe Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes AndServices
3550	Food Service/Child NutritionProgram
3550	Food Service/Child NutritionProgram
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications

4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence AndTruancy
5113.1	Chronic Absence AndTruancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services

5144.1	Suspension And Expulsion/DueProcess
5144.1	Suspension And Expulsion/DueProcess
5144.2	SuspensionAndExpulsion/DueProcess(StudentsWith Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of AcademicCredit
6146.3	Reciprocity Of AcademicCredit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	AppointmentOfSurrogateParentForSpecialEducation Students
6159.3	AppointmentOfSurrogateParentForSpecialEducation Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For FosterYouth
6173.1	Education For FosterYouth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 07, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

BP/AR 6173.1 Education for Foster Youth has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the June 21, 2023, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of BP/AR 6173.1 Education for Foster Youth as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [BP 6173.1 Education For Foster Youth\(13 pgs\).pdf](#)
[AR 6173.1 Education For Foster Youth\(6 pgs\).pdf](#)

Policy 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 11/16/2011

The Board of Trustees recognizes that foster youth may be at greater risk for poor academic performance **face significant barriers to achieving academic success** due to their family circumstances, disruption of **to** their educational program, and **their** emotional, social, and other health needs. ~~The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards that may be addressed with the provision of~~ **a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement.**

~~(cf. 5131.6 - Alcohol and Other Drugs) (cf. 5147 - Dropout Prevention)~~

~~(cf. 5149 - At-Risk Students) (cf. 6011 - Academic Standards)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities) (cf. 6145.2 - Athletic Competition)~~

~~(cf. 6164.2 - Guidance/Counseling Services) (cf. 6173 - Education for Homeless Children) (cf. 6179 - Supplemental Instruction)~~

The Superintendent or designee shall provide foster youth with full access to the district's educational program and implement strategies necessary for the improvement of the academic achievement of foster youth as identified in the district's local control and accountability plan (LCAP). The Superintendent or designee shall also develop strategies to build a foster youth's feeling of connectedness with school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and **as specified in the accompanying administrative regulation.** To that end, ~~he/she~~ **the Superintendent or designee** shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.

~~(cf. 4131 - Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development)~~

~~The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.~~

~~(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 5131 - Conduct)~~

~~(cf. 5137 - Positive School Climate)~~

~~(cf. 5138 - Conflict Resolution/Peer Mediation) (cf. 5145.3 - Nondiscrimination/Harassment) (cf.~~

~~5145.9 – Hate-Motivated Behavior)~~

~~(cf. 6020 – Parent Involvement)~~

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers, nonprofit organizations, and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

~~(cf. 1020 - Youth Services)~~

At least annually and in accordance with the established guidelines, the Superintendent or designee shall regularly report to the Board on the educational outcomes of foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, enrolled in the district including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

~~(cf. 0500 – Accountability)~~

~~(cf. 5123 – Promotion/Acceleration/Retention)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)) (cf. 6162.51 –~~

~~Standardized Testing and Reporting Program)~~

~~(cf. 6162.52 – High School Exit Examination)~~

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.

State References

Description

5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5 foster	Payment of transportation costs by parents/guardians; waiver for youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42926	Foster children educational services
Ed. Code 48645-48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education

H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal References

20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Description

Management Resources References

Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September

Description

California Foster Youth Education Task Force Publication	California Foster Youth Education Law Fact Sheets, January 2021
Cities, Counties and Schools Partnership Pub.Publication	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

-2013 California Foster Youth Education Task Force Pub California Foster Youth Education Law Fact Sheets, January 2021

Cities, Counties and Schools Partnership Pub. Guide	Our Children: Emancipating Foster Youth, A Community Action CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication		Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Regulatory	U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Guidance, June 2016
Website		CSBA District and County Office of Education Legal Services— https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website		Alliance for Children's Rights— https://simbli.eboardsolutions.com/SU/AsIshID5FbeFAQXuxysIshDHYFTg==
Website		Foster Ed— https://simbli.eboardsolutions.com/SU/36IC5WMizFGQ20OYRkL2LW==
Website		National Center for Youth Law— https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website		California Department of Education, Foster Youth Services— https://simbli.eboardsolutions.com/SU/ROUWcbkrRcgV9asNsIshPZxnQ==
Website		California Department of Social Services, Foster Youth Ombudsman Office— https://simbli.eboardsolutions.com/SU/L9RgolMb4Z3K9vdKFUJ0A==
Website		California Foster Youth Education Task Force— https://simbli.eboardsolutions.com/SU/XrG7Kxmibs5cwWnsme2Pcg==
Website		California Youth Connection— https://simbli.eboardsolutions.com/SU/aT1cPCjxh5QKjxBbA1VSpIshQ==
Website		Cities Counties and Schools Partnership— https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==
Website		CSBA— https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website		California Child Welfare Council— https://simbli.eboardsolutions.com/SU/8BOINMN9mtFkcAjmEbYOGA==

Cross References**Description**

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
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1312.3	Uniform Complaint Procedures
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3515.4	Recovery For Property Loss Or Damage
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5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying

5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
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5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
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5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
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5145.6-E(1)	Parent/Guardian Notifications
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5148.3	Preschool/Early Childhood Education
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6000	Concepts And Roles
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6020	Parent Involvement
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6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
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6164.4 Identification And Evaluation Of Individuals For Special Education

6164.4 Identification And Evaluation Of Individuals For Special Education

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6164.6 Identification And Education Under Section 504

6172 Gifted And Talented Student Program

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6173 Education For Homeless Children

6173 Education For Homeless Children

6173-E(1) Education For Homeless Children

6173-E(2) Education For Homeless Children

6174 Education For English Learners

6174 Education For English Learners

6177 Summer Learning Programs

6179 Supplemental Instruction

6184 Continuation Education

6190 Evaluation Of The Instructional Program

9320 Meetings And Notices

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0440 ~~Nondiscrimination In District Programs And Activities~~
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0445 ~~Equity~~
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0450 ~~Comprehensive Safety Plan~~
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9320	Meetings And Notices— https://simbli.eboardsolutions.com/SU/34lqdINVsCKplusFa83hCYb2A==

Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 11/16/2011

Definitions

Foster youth, foster child, or student in foster care means a child who has been subject to one of the any of the following: (Education Code 48853.5)

1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361
 2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home
 3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d)
 4. A nonminor while is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01
 5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309
 6. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law
 7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)
1. ~~Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (temporary custody)~~
 2. ~~Is the subject of a petition filed under Welfare and Institutions Code 300 or 602 (jurisdiction of juvenile court)~~
 3. ~~Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602~~

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she the foster youth was last enrolled, or if there is some other another school that the foster youth attended within the preceding 15 months and with which the youth is connected and that the foster youth attended within the preceding 15 months, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, shall determine, in the best interests of the foster youth, which the school is that shall be deemed the school of origin. (Education Code 48853.5)

Best interest of a foster youth means a placement that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated ensures that the youth is placed in the least

restrictive educational **setting necessary to achieve academic progress, and the foster youth's program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students.** (Education Code **48850, 48853, 20 USC 6311**)

District Liaison

The Superintendent designates the following position as the district liaison for foster youth: (Education Code 48853.5)

~~Director of Curriculum, State, and Federal Programs~~

Director of Pupil Services

1051 South A Street

Oxnard, CA 93030

(805) 487-3918

~~(cf. 6173 – Education for Homeless Children)~~

The district's liaison for foster youth shall:

- ~~1.~~ **1.** Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
- ~~2.~~ **2.** Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code **48645.5, 48853.5 48645.5**)

When a student in foster care is enrolling in a district school, the liaison shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

~~(cf. 5125 – Student Records)~~

~~(cf. 6146.3 – Reciprocity of Academic Credit)~~

3. Notify a foster youth's educational rights holder, attorney, and county social worker when a foster youth is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

~~3.~~ **4.** As necessary **needed**, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

~~(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 –~~

~~Identification and Education Under Section 504)~~

~~4.~~ **5.** **As needed**, ~~E~~**e**nsure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling, ~~or~~ **and** after-school services

~~(cf. 5141.6 – School Health Services)~~

~~(cf. 5148.2 – Before/After School Programs) (cf. 5149 – At Risk Students)~~

~~(cf. 6164.2 – Guidance/Counseling Services)~~

~~(cf. 6172 – Gifted and Talented Student Program) (cf. 6174 – Education for English Language~~

~~Learners) (cf. 6177 – Summer School)~~

~~(cf. 6179 – Supplemental Instruction)~~

5. ~~6.~~ Develop protocols and procedures so that **for creating awareness for** district staff, including principals, school registrars, and attendance clerks, ~~are aware~~ of the requirements for the proper enrollment, placement, and transfer of foster youth

~~(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)~~

~~6. 7.~~ Collaborate with the **county office of education**, county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth **county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth.**

~~(cf. 1020 – Youth Services)~~

~~(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)~~

~~7. 8.~~ Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Board of Trustees based on indicators identified in Board **policy the district's local control and accountability plan**

The Superintendent or designee shall regularly monitor the caseload, **as well as additional duties outside of the foster youth program**, of the district liaison, ~~as well as his/her additional duties outside of the foster youth program~~, to determine whether **to ensure that** adequate time and resources are available **provided** to meet the needs of foster youth in the district.

~~(cf. 4115 – Evaluation/Supervision) (cf. 4315 – Evaluation/Supervision)~~

Enrollment

A ~~foster youth~~ **student** placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education)~~

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another educational program **and submits a written statement to the district indicating that determination and awareness of the following:**

- a) **The student has a right to attend a regular public school in the least restrictive environment**
- b) **The alternate education program is a special education program, if applicable**
- c) **The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district**
- d) **Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.**

~~(cf. 6159.3 – Appointment of Surrogate Parent for Special Education Students)~~

~~3.~~ At the initial placement or any subsequent change in placement, the student ~~is entitled to remain in his/her~~ **exercises the right to continue in the** school of origin, as defined above, ~~for the remainder of the academic school year pursuant to Education Code 48853.5.~~ **In any such circumstance, the following shall apply:**

- a) **The student may continue in the school of origin for the duration of the court's jurisdiction**

b) If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year

c) If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and he/she the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

~~The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)~~

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by his/her a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: - The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to produce records, such as academic or medical records, proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.

~~(cf. 5125.2 – With holding Grades, Diploma or Transcripts) (cf. 5132 – Dress and Grooming)~~

~~(cf. 5141.31 – Immunizations)~~

~~Within two business days of enrollment, the liaison shall contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the liaison shall provide all records within two business days of receiving the request. (Education Code 48853.5)~~

If the foster youth or a person with holding the right to make educational decisions for a foster youth or the foster youth disagrees with the liaison's enrollment recommendation, he/she may an appeal to may be filed with the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the parent/guardian or foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

The superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid either by the child welfare agency or the district, or shared by both. (20 USC 6312)

Grades/Credits **Effect of Absences on Grades**

The Ggrades for a student in foster care shall not be lowered ~~if the student is absent~~ **for any absence** from school **that is** due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

~~(cf. 5121—Grades/Evaluation of Student Achievement)~~

Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 – Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

~~(cf. 6145—Extracurricular and Cöcurricular Activities) (cf. 6145.2—Athletic Competition)~~

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.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 32228-32228.5	Student safety and violence prevention
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42925	Foster children educational services
Ed. Code 48645-48646	Juvenile court schools

Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements

Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
H&S Code 1529.2	Training of licensed foster parents
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal

20 USC 1415	Description Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources

Alliance for Children's Rights Publication	Description Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
Cities, Counties and Schools Partnership Pub.	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights

Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage

3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence AndTruancy
5113.1	Chronic Absence AndTruancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate

5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/DueProcess
5144.1	Suspension And Expulsion/DueProcess
5144.2	SuspensionAndExpulsion/DueProcess (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of AcademicCredit

6146.3	Reciprocity Of AcademicCredit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For HomelessChildren
6173	Education For HomelessChildren
6173-E(1)	Education For HomelessChildren
6173-E(2)	Education For HomelessChildren
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

State References	Description
5-CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5 foster	Payment of transportation costs by parents/guardians; waiver for youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42926	Foster children educational services
Ed. Code 48645-48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
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Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal References	Description
20-USC 1415	Procedural safeguards
20-USC 6311	State plan
29-USC 794	Rehabilitation Act of 1973; Section 504
42-USC 11431-11435	McKinney-Vento Homeless Assistance Act
42-USC 670-679b	Federal assistance for foster care programs

Management Resources References	Description
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013-California Foster Youth Education Task Force Pub-California Foster Youth Education Law-Fact Sheets, January 2021
Cities, Counties and Schools Partnership Pub.	Our Children: Emancipating Foster Youth, A

Community Action Guide CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services-- https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	Alliance for Children's Rights-- https://simbli.eboardsolutions.com/SU/AsIshID5FbeFAQXuxyslshDHYfTg==
Website	Foster Ed-- https://simbli.eboardsolutions.com/SU/36IC5WMizFGQ20OYRkL2Lw==
Website	National Center for Youth Law-- https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website	California Department of Education, Foster Youth Services-- https://simbli.eboardsolutions.com/SU/R0UWcbkrRegV9asNslshPZxnQ==
Website	California Department of Social Services, Foster Youth Ombudsman Office-- https://simbli.eboardsolutions.com/SU/L9RgolMbh4Z3K9vdKFUJ0A==
Website	California Foster Youth Education Task Force-- https://simbli.eboardsolutions.com/SU/XrG7Kxmibs5cwWnsme2Pc9==
Website	California Youth Connection-- https://simbli.eboardsolutions.com/SU/aT1cPCjxh5QKjxBbA1VSpIusQ==
Website	Cities Counties and Schools Partnership-- https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3W==
Website	CSBA-- https://simbli.eboardsolutions.com/SU/W3Qxkk2FPsDsQBnMIENxGg==
Website	California Child Welfare Council-- https://simbli.eboardsolutions.com/SU/8BOINMN9mtFkcAjmEbY0gA==

Cross References

Description

0200	Goals For The School District-- https://simbli.eboardsolutions.com/SU/XcZhT0tIKIGiAeN090fWPQ==
0410	Nondiscrimination In District Programs And Activities-- https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTccxwR7xQ==
0415	Equity-- https://simbli.eboardsolutions.com/SU/S1xcPCMpycmYGKvUMu0rpluSg==
0450	Comprehensive Safety Plan-- https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMluQc7AgmeJA==
0450	Comprehensive Safety Plan-- https://simbli.eboardsolutions.com/SU/Uslshb5Do2FeXFvy4V3cHZIjQ==
0460	Local Control And Accountability Plan--

	https://simbli.eboardsolutions.com/SU/NnrYCykpnzECvNyplusUjEMlg==
0460	Local Control And Accountability Plan-- https://simbli.eboardsolutions.com/SU/AIr9815kDdHZgSH2LipSIQ==
0500	Accountability-- https://simbli.eboardsolutions.com/SU/gzAov8OjYmkZaBeGCqe0Yw==
1312.3	Uniform Complaint Procedures-- https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA==
1312.3	Uniform Complaint Procedures-- https://simbli.eboardsolutions.com/SU/uHJnyhA32x2VTzoXoyk3sg==
1400	Relations Between Other Governmental Agencies And The Schools-- https://simbli.eboardsolutions.com/SU/P0tHXSYOMhyslshJdrPRJel9g==
3100	Budget-- https://simbli.eboardsolutions.com/SU/zqWDB5cWf1Y4AolnJ4zXHW==
3100	Budget-- https://simbli.eboardsolutions.com/SU/z74z0R9nkxgYR4CvkrIjWA==
3260	Fees And Charges-- https://simbli.eboardsolutions.com/SU/jOC2sMkhe7Q0lj7Bygs8Gw==
3260	Fees And Charges-- https://simbli.eboardsolutions.com/SU/OTnonnFCerdQrz37slshfQUmA==
3515.4	Recovery For Property Loss Or Damage-- https://simbli.eboardsolutions.com/SU/vWMR6w82Oad5ThGCQbJslshuA==
3515.4	Recovery For Property Loss Or Damage-- https://simbli.eboardsolutions.com/SU/oe3dhjU4Zh9uYBh4JxA83w==
3540	Transportation-- https://simbli.eboardsolutions.com/SU/qXQIMIN20YiNTL8i1INONA==
3540	Transportation-- https://simbli.eboardsolutions.com/SU/urritPXHq50WLvxd9bgMJg==
3541	Transportation Routes And Services-- https://simbli.eboardsolutions.com/SU/1eDOvw6Lkf2APdkUYAFslshxw==
3553	Free And Reduced Price Meals-- https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==
3553	Free And Reduced Price Meals-- https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zl8A==
4131	Staff Development-- https://simbli.eboardsolutions.com/SU/LzhhW2OPuSvfgl1abo4kFg==
4231	Staff Development-- https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==
5111	Admission-- https://simbli.eboardsolutions.com/SU/28rp7YIloz5hOpRPkG0tzg==
5111	Admission-- https://simbli.eboardsolutions.com/SU/ffSI6Z0pBQ8TaNvLUB8vDA==
5111.1	District Residency-- https://simbli.eboardsolutions.com/SU/wXiWpCvkdtx7PKoOlkuQ9w==
5111.1	District Residency-- https://simbli.eboardsolutions.com/SU/n6Vc66BQf3a3l3dp1oCDBA==
5116.1	Intradistrict Open Enrollment-- https://simbli.eboardsolutions.com/SU/7pluszzN3QxCHzr0zbrG6AGw==
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5117	Interdistrict Attendance-- https://simbli.eboardsolutions.com/SU/15tT33k2II72jvTOMjRMoQ==
5117	Interdistrict Attendance-- https://simbli.eboardsolutions.com/SU/Qmft9b7rX8y8AtpZq2sj1w==
5121	Grades/Evaluation Of Student Achievement-- https://simbli.eboardsolutions.com/SU/dIEd3qzVhmEx71CVz0FLpQ==
5121	Grades/Evaluation Of Student Achievement-- https://simbli.eboardsolutions.com/SU/miToebC9RalZUGsW4my8mQ==
5123	Promotion/Acceleration/Retention-- https://simbli.eboardsolutions.com/SU/tFK0TXFhdRiRXqCfEiYclg==
5123	Promotion/Acceleration/Retention-- https://simbli.eboardsolutions.com/SU/YdxDUb1RslshHplusNIKdR2y3dJw==
5125	Student Records-- https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==
5125	Student Records-- https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==
5125.2	Withholding Grades, Diploma Or Transcripts-- https://simbli.eboardsolutions.com/SU/FJM1ZbYqdfsbeplusWUWlxEyw==
5131	Conduct-- https://simbli.eboardsolutions.com/SU/8vSCxp7KonbRhqslshHs3slshaJA==
5131.2	Bullying-- https://simbli.eboardsolutions.com/SU/UYPbuBJnUvkGVg9CYBvL5Q==
5131.6	Alcohol And Other Drugs-- https://simbli.eboardsolutions.com/SU/PmghaJEGfnWszkplusLMnHslshrQ==
5131.6	Alcohol And Other Drugs-- https://simbli.eboardsolutions.com/SU/iU160zk2oMPG56lQ3cRVkw==
5132	Dress And Grooming-- https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWqSbig==
5132	Dress And Grooming-- https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOfQ==
5137	Positive School Climate-- https://simbli.eboardsolutions.com/SU/UQj0WWExCZaXkhUrFVUFrg==
5138	Conflict Resolution/Peer Mediation-- https://simbli.eboardsolutions.com/SU/z8duLhAANjAfCTULBQAjOQ==
5141.22	Infectious Diseases-- https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMFYYt6W6TQ==
5141.31	Immunizations-- https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP8711PMTA==
5141.31	Immunizations-- https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==
5141.32	Health Screening For School Entry-- https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAipn6JslshAA==
5141.6	School Health Services-- https://simbli.eboardsolutions.com/SU/3svnTVDDr2slshEXNr8U3u9SQ==
5141.6	School Health Services-- https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==
5144.1	Suspension And Expulsion/Due Process-- https://simbli.eboardsolutions.com/SU/QNN09kO8bEOFY9gg4SQfslshQ==

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5144.1	Suspension And Expulsion/Due Process-- https://simbli.eboardsolutions.com/SU/wWplusslsh98Uv9AGslshslshLf10UQhFQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)-- https://simbli.eboardsolutions.com/SU/9B0prLDP7XeGZogG7jif1A==
5145.3	Nondiscrimination/Harassment-- https://simbli.eboardsolutions.com/SU/lBslshXJfnmFplusnplusTxfY1slplA==
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5145.6	Parent/Guardian Notifications-- https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==
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6159.3	Appointment Of Surrogate Parent For Special Education Students-- https://simbli.eboardsolutions.com/SU/wEOdsslshKlqY7E9U3lvF11iw==
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6164.6	Identification And Education Under Section 504-- https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==
6172	Gifted And Talented Student Program-- https://simbli.eboardsolutions.com/SU/qACbcd2SWg5P8QmrlprLzA==
6172	Gifted And Talented Student Program-- https://simbli.eboardsolutions.com/SU/NaTjoMpUX9NmQplusdOAcEKeg==
6173	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/ZuJm3g1Y2tzLJwpJUtsUig==
6173	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/ozFCfz6Sb7two9GogP3xxg==
6173-E PDF(1)	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==
6173-E PDF(2)	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==
6174	Education For English Learners-- https://simbli.eboardsolutions.com/SU/23VIMwXC9YWEwoOe2SLYyA==
6179	Supplemental Instruction-- https://simbli.eboardsolutions.com/SU/aBRR1QbA08RAxNDYg8l2Dw==
6179	Supplemental Instruction-- https://simbli.eboardsolutions.com/SU/jslshoMy3BFxMloplusM7slshkYeTYw==
9320	Meetings And Notices-- https://simbli.eboardsolutions.com/SU/34lqdlNVsCKplusFa83hCYb2A==

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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: June 07, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 07, 2023

Agenda Section: Section G: Conclusion

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, June 2nd, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A