

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA **REGULAR BOARD MEETING** **Wednesday, March 1, 2023**

5:00 PM - Open Meeting
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

March 1, 2023

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Ms. Bertha Anguiano, Principal, Chavez School, will introduce Noah Vandiver, 5th grade student in Ms. Zendejas's class at Chavez, 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 and Spanish by Jaylah Elise Reyes, 4th grade student in Ms. Knaapen and Mr. Herrera's classes at Chavez School.

A.4. Presentation by Chavez School

Ms. Bertha Anguiano, Principal, Chavez School, will provide a short presentation to the Board regarding Chavez. 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. 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.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

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

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 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Resolution #22-23: Non-Reelection of Probationary and Release of Temporary Certificated Employees
 - Resolution #22-25: Releasing Certificated Administrator Employees
 - Public Employee Evaluations
 - Principals

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

A.9. Report Out of Closed Session

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

A.10. Presentation on Dual Language Immersion (DeGenna/Fox)

The Associate Superintendent, Educational Services and the Director of Teaching and Learning will provide a presentation on the district's Dual Language Immersion Program.

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.

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

B.2. Public Hearing for Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of School Performance & Student Outcomes that the Board of Trustees open the public comment period for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Approval to Attend Out of State Conference - InstructureCon 2023 in Denver, Colorado (DeGenna/Fox)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees approve the request for Bonnie Sides to attend the out of state conference InstructureCon in Denver, Colorado July 26-28, 2023, in the amount not to exceed \$3,600.00, to be paid out of ESSER II funds.

C.2. Ratification of Allocations of Contract Contingency #1 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #1 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact.

C.3. Ratification of Allocations of Project Contingency #2 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of

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

Trustees ratify the Allocation Approval Documents #2 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact.

C.4. Ratification of Allocations of Allowances #3, 4, 5 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Contingency Allocation Approval Documents for #3, 4, and 5 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact.

C.5. Approval of the Revised Oxnard School District 2022-2023 District Work Calendars (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve the revised 2022-23 District Work Calendars to include Juneteenth (June 19th) in the list of State holidays that the District observes, in accordance with California Assembly Bill 1655.

C.6. Personnel Actions (Torres/Lin)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.7. Approval of Agreement #22-214 – Percussive Storytelling (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 #22-214 with Percussive Storytelling, to provide workshops where students craft original stories, set them to music, and perform the stories for fellow classmates, March 2, 2023 through June 16, 2023, in the amount not to exceed \$18,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.8. Approval of Agreement #22-216 – The Music Center (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 #22-216 with The Music Center, to provide a total of 200 Friday performances/assemblies throughout 20 schools during after school time involving music, dance, theatre and storytelling that will complement and enhance what students are learning in the classroom, March 2, 2023 through June 30, 2023, in the amount not to exceed \$500,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.9. Approval of Agreement #22-217 – Island Packers (DeGenna/Anderson-Witherspoon)

It is the recommendation of the Principal, Marshall School, and the Associate Superintendent,

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

Educational Services, that the Board of Trustees approve Agreement #22-217 with Island Packers, to provide 6th, 7th, and 8th grade RSP students at Marshall an educational experience that connects with their Marine Science Curriculum, March 3, 2023 and March 15, 2023, in the amount not to Exceed \$4,000.00, to be paid out of Supplemental Concentration & Title 1 Funds.

C.10. Approval of Agreement #22-218 – Woodman Ink (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-218 with Woodman Ink, to provide office staff and ORC's with professional development in communicating to enhance parent engagement, develop monthly newsletters to highlight the different aspects of work in the district, and assist the district with communicating the Oxnard Empowers Strategic Plan and related actions to the larger community, as well as the migration to Parent Square, March 2, 2023 through June 30, 2023, in the amount not to exceed \$11,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Field Contract #FC-P23-03670 – SBS Corporation (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities and that the Board of Trustees approve Field Contract #FC-P23-03670 with SBS Corporation, to replace concrete walkway sections at the front exterior of R.J. Frank Academy to correct several existing tripping hazards caused by root damage from several mature California Sycamore Trees, including tree removal, March 9, 2023 through April 5, 2023, in the amount of \$54,000.00, to be paid out of Deferred Maintenance funds.

C.12. Approval of Field Contract #FC-P23-03741 – Fence Factory (Mitchell/Miller)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-03741 with Fence Factory, to remove and replace damaged fencing at Marshall School along Gonzales Road, March 27, 2023 through April 5, 2023, in the amount of \$37,228.00, to be paid out of Deferred Maintenance funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.13. Ratification of Change Order #1 for Informal Bid #21-INF-01 and Agreement #21-166 for Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Drifill (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to Bid #21-INF-01, Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Drifill, in the amount not to exceed: \$20,305.70, to be paid out of Deferred Maintenance Funds.

C.14. Ratification of Agreement #22-215 – Art Trek Inc. (DeGenna/Cordes)

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-215 with Art Trek Inc., for providing instructors for on-site/in person art lessons, including materials, to K-5 grade students at Lemonwood School, February 9, 2023 through June 16, 2023, in the amount not to Exceed \$13,537.50, to be paid out of Title 1 funds.

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

Section D: ACTION ITEMS

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

D.1. Approval of Expanded Learning Opportunity Program Plan (DeGenna/Shea)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approve the Expanded Learning Opportunity Program Plan, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.2. Adoption of Resolution #22-21 Award of Sole Source Contract LEGO Education (DeGenna/Shea)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Enrichment and Specialized Programs that the Board of Trustees adopt Resolution #22-21 Award of Sole Source Contract LEGO Education, for LEGO products, materials, and resources under the "sole source" exemption, which does not require a competitive bidding process.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.3. Acceptance of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2022.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.4. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax

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

for the 2022-23 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, as described under Education Code: 44266, for Linda Truax to serve as a Mental Health Coordinator in the Pupil Services Department for the 2022-23 school year, until the employee completes a credential program and secures a credential.

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 Speech Language Pathology for Diana Diaz for the 2022-23 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 Speech Language Pathology, as described under Education Code: 44265.3, for Diana Diaz to serve as a Speech Language Pathologist at Chavez, K-8 for the 2022-23 school year, until the employee completes a credential program and secures a credential.

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.6. Approval of Resolution #22-22 to Discontinue Classified Positions (Torres/Lin)

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director of Classified Human Resources, that the Board of Trustees adopt Resolution #22-22 to Discontinue Classified Positions, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.7. Selection of District Logo (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees select one of the two (2) options presented as the final version of the revised district logo.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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:

- February 1, 2023 Regular Meeting
- February 15, 2023 Regular Meeting

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. Second Reading & Adoption of Revisions to BP & 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 adopt the revisions to Board Policy BP & AR 5144.1 Suspension and Expulsion Due Process as presented at Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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.

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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, February 24th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 01, 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: March 01, 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
 - 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 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Resolution #22-23: Non-Reelection of Probationary and Release of Temporary Certificated Employees
 - Resolution #22-25: Releasing Certificated Administrator Employees
 - Public Employee Evaluations
 - Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 01, 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: March 01, 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: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section A: Report

Presentation on Dual Language Immersion (DeGenna/Fox)

The Associate Superintendent, Educational Services, and the Director of Teaching and Learning will provide an update presentation on the district's Dual Language Immersion Program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

ADDITIONAL MATERIALS:

Attached: [DLI Presentation March 1, 2023 \(33 pgs\).pdf](#)



OSD BILITERACY PROGRAM

3/01/2023

2

OSD Student Profile

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

Innovator

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

Problem Solver

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

Achiever

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

Global Thinker

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



Collaborator

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

Digital Learner

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

Focused on the Future

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

Oxnard School District

Empowering All Children
to Achieve Excellence





Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

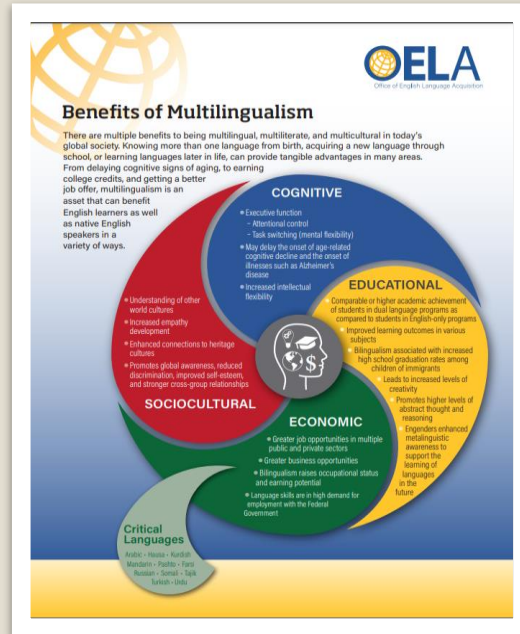
OSD Strategic Plan

“Engage students in high level multilingual learning opportunities that prepare them for success in a global, 21st century environment.”



Benefits of Multilingualism

- Sociocultural
- Economic
- Educational
- Cognitive



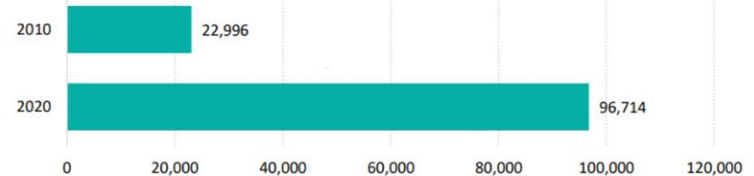
[Benefits of Multilingualism Infographic \(ed.gov\)](#)

Multilingualism: An Educational Investment

- Opens the doors to domestic and international career opportunities
- Spanish-speaking candidates recruited by international and domestic businesses and organizations



Figure 9. Job Postings Seeking Bilingual Skills in California (2010-2020)



Data Source: Emsi Burning Glass Note: 2010 includes Jan 2010 - Jan 2012. 2020 includes Jan 2020 - Jan 2022 to maximize sample sizes. Analysis: Bay Area Council Economic Institute

“The number of Spanish speakers in the US is expected to continue to grow. According to experts by 2050 there will be around 140 million Spanish speakers in the US. This will be the biggest Spanish-speaking population in the world!”



Source: [Milestone Localization](#) (2021)

California's top 12 non-English languages are:

- 1) Spanish
- 2) Chinese (including Cantonese and Mandarin)
- 3) Vietnamese
- 4) Tagalog (including Filipino)
- 5) Korean
- 6) Armenian
- 7) Farsi
- 8) Arabic
- 9) Russian
- 10) Japanese
- 11) Punjabi
- 12) Khmer

CALIFORNIA'S INVESTMENT IN MULTILINGUAL POLICY & PRACTICE

2007



2010



2012

2016



2020



Announcing the award of two \$5 million EWIG grants from the California Department of Education



2007



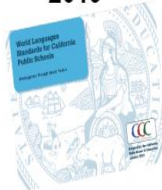
2012

2014



2017

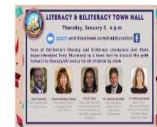
2019



2019



2022



California's Investment in Multilingual Policy and Practice

State Seal & Pathways: Measurements of progress toward biliteracy



Biliteracy Program Participation Recognition

- For students **enrolled** in bilingual literacy programs (PK-12)
- Recognition of **participation** - not based on proficiency



Home Language Development Recognition

- For **students with a home language other than English** (PK-8)
- Offered to those who demonstrate that they are continuing to **develop their home language**.



Biliteracy Attainment Recognition

- Available **at the end of elementary school** (grade 5) and/or MS (grade 8)
- **Competency-based**
- Aligned with **State Seal** requirements



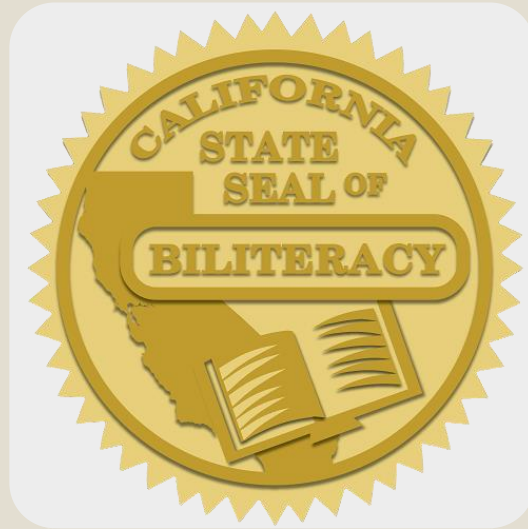
State Seal of Biliteracy

- Available for **High School diplomas (grade 12)**.
- To earn the State Seal, students must demonstrate proficiency in English and at least one other language.





Preschool,
Elementary,
and
Middle School

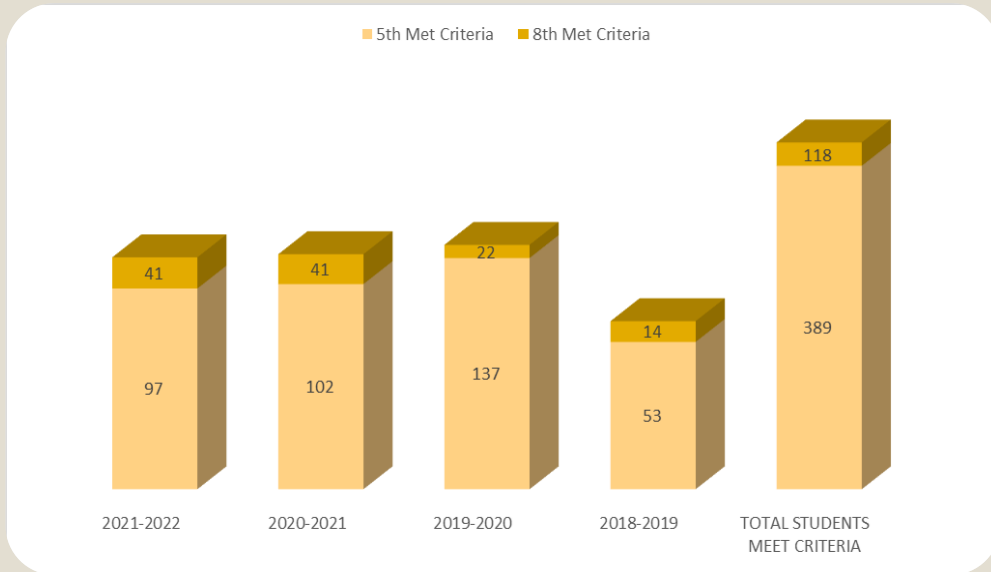


High School



College

Pathway to Biliteracy Awards 5th and 8th Grade



Board Policy Criteria

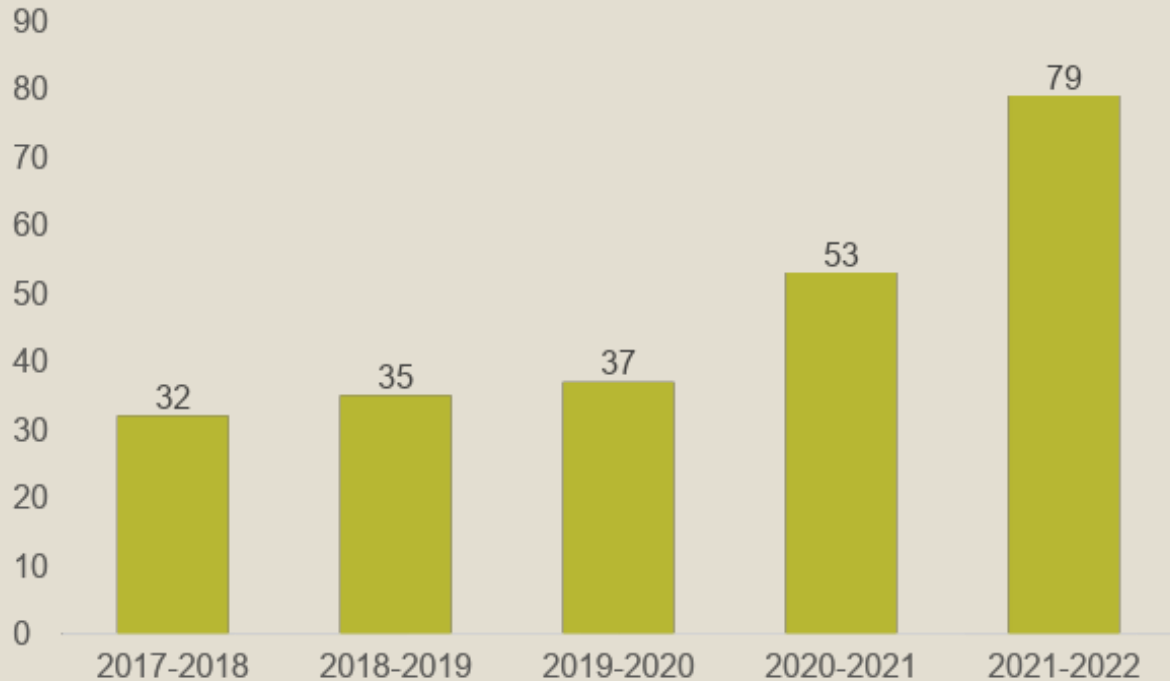
English Proficiency

- SBAC
- ELA Class Performance
- STAR 360
- Reclassified

Spanish

- SLA Class Performance
- STAR 360 Spanish
- Written Skills
- Oral Skills

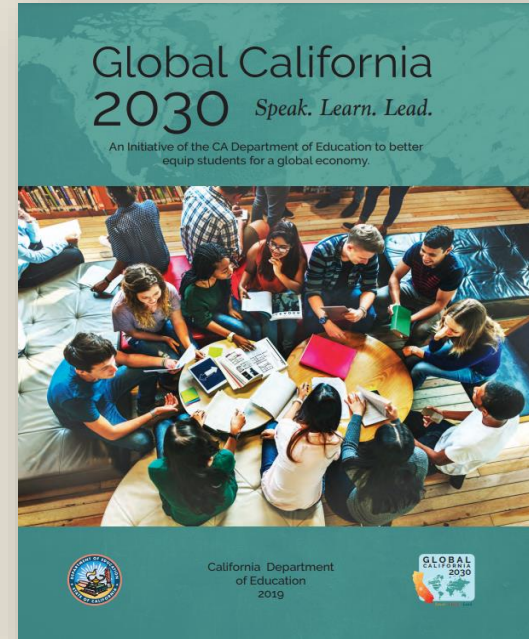
8th Grade Participation AP Spanish Language and Culture Exam



Global California 2030

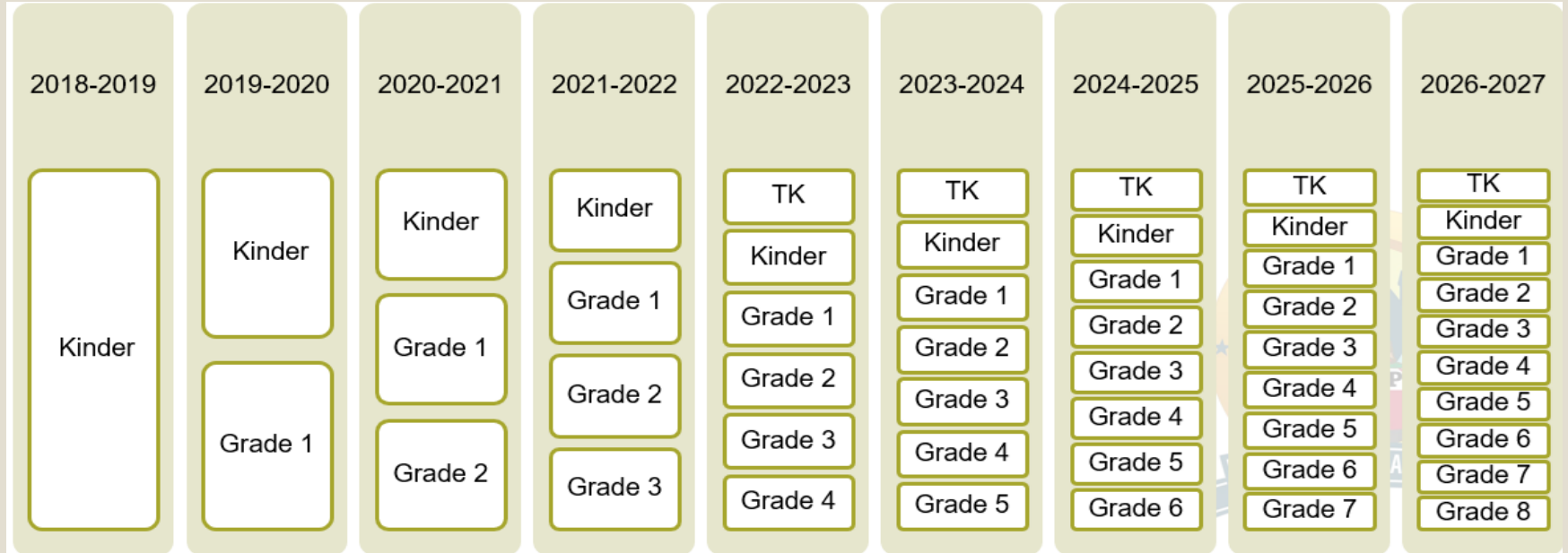
Sets ambitious goals to expand multiliteracy:

- **By 2030:** Half of all K–12 students participate in programs leading to proficiency in two or more languages
- **By 2040:** Three out of four students earn the State Seal of Biliteracy (SSB)

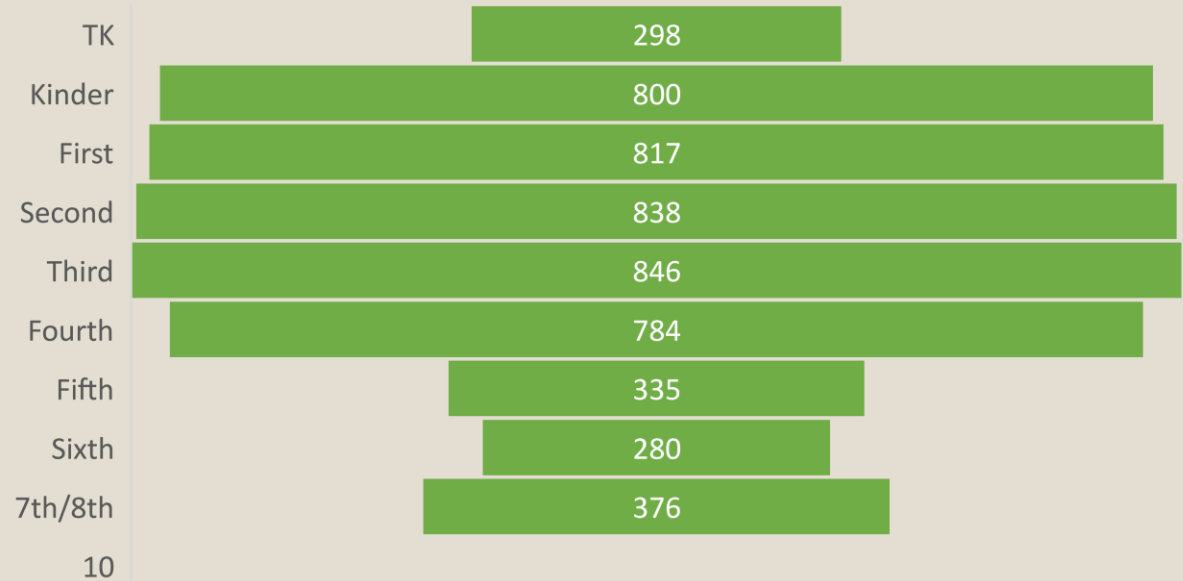


Source: [Global California 2030 - Resources \(CA Dept of Education\)](#)

OSD Biliteracy Roll-Out Plan



OSDs Biliteracy Enrollment 22-23



Biliteracy Transitional Kindergarten

Total TK Classes- 25

Biliteracy TK Classes- 13



TK 50/50	Kindergarten 50/50	1 st Grade 50/50	2 nd Grade 50/50	3 rd Grade 50/50	4 th Grade 50/50	4/5 th Grade 50/50	5 th Grade 50/50	6 th Grade 40/60	7 th Grade 20/80	8 th Grade 20/80
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
*SLA/SLD *History/SS 126 minutes	*SLA/SLD *History/SS *# Corner Math 126 minutes	*SLA/SLD Science *# Corner Math 147.5 minutes	*SLA/SLD *History/SS *# Corner Math 147.5 minutes	*SLA/SLD Science *# Corner Math 147.5 minutes	*SLA/SLD *History/SS *# Corner Math 150 minutes	*SLA/SLD Science *# Corner Math 150 minutes	*SLA/SLD Science *# Corner Math 150 minutes	*SLA/SLD *History/SS 2 Periods	*Spanish Lit. 1 Period	*Spanish Lit. 1 Period
Wednesday 101 minutes	Wednesday 101 minutes	Wednesday 125 minutes	Wednesday 125 minutes	Wednesday 125 minutes	Wednesday 127.5 minutes	Wednesday 127.5 minutes	Wednesday 127.5 minutes	PE= 1 Period	PE= 1 Period	PE= 1 Period
PE 20 minutes	PE 20 minutes	PE 20 minutes	PE 20 minutes	PE 20 minutes	PE 20 minutes	PE 20 minutes	PE 20 minutes	English	English	English
English	English	English	English	English	English	English	English	English	*ELA/ELD Math *History/SS Science 4 Periods	*ELA/ELD Math *History/SS Science 4 Periods
*ELA/ELD Math Science 126 minutes	*ELA/ELD Math Science 126 minutes	*ELA/ELD Math *History/SS 147.5 minutes	*ELA/ELD Math Science 147.5 minutes	*ELA/ELD Math Science 147.5 minutes	*ELA/ELD Math Science 150 minutes	*ELA/ELD Math Science *History/SS 150 minutes	*ELA/ELD Math Science *History/SS 150 minutes	*ELA/ELD Math Science 3 Periods		
Wednesday 101 minutes	Wednesday 101 minutes	Wednesday 125 minutes	Wednesday 125 minutes	Wednesday 125 minutes	Wednesday 127.5 minutes	Wednesday 127.5 minutes	Wednesday 127.5 minutes			

Professional Development



- Biliteracy Framework
- Standards Based Planning
- Instructional Strategies
- Integration of Content
- World Language Framework and Standards



Developing Instructional Leadership

- Biliteracy Framework
- Unit Based Planning
- Best Instructional Practices
- Professional Learning Communities



Integration of Standards-Biliteracy Units

- Language Arts
- Language Development
- Science
- Social Studies/History

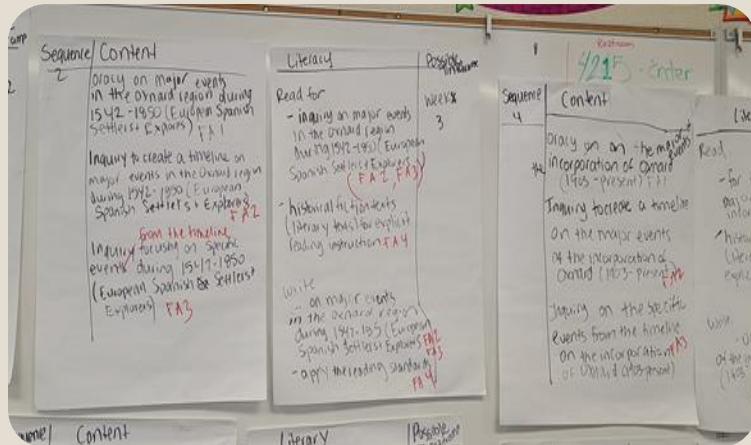


Biliteracy Teacher Focus Group



- Representation from every school
- Meeting once a trimester
- Upper grades/lower grades
- Opportunity to provide feedback

First- Instruction Coaching & Support



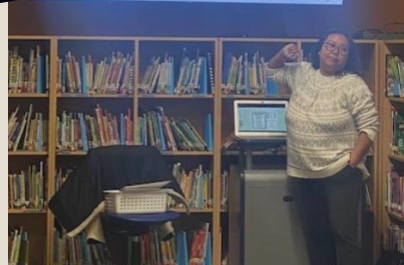
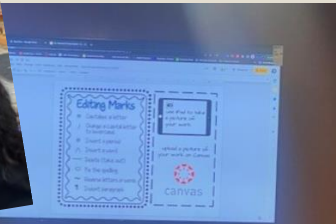
- District TOSAs & Site TOSAs
- Release Time to Prepare
- Wednesday Early Release
- District-Wide Grade Level Planning
- Release Time to Collaborate & Observe
- Release time to plan one-one with TOSAs

Teachers on Special Assignment (TOSAs)



- Professional Development
 - Biliteracy Framework and Pedagogy
 - Standards-Based Instruction
 - Strategies
- Coaching and Instructional Support
 - Lesson Plan Design
 - Demonstration Lessons
 - Data Review
 - Effective Instructional Strategies

Biliteracy Teacher Networks



- Showcase student work
- Highlight biliteracy implementation
- Collaborate and share best practices



Professional Partnerships



**CALIFORNIANS
TOGETHER**
CHAMPIONING THE SUCCESS
OF ENGLISH LEARNERS

- San Diego County Office of Education
- California Association of Bilingual Education (CABE)
- Center for Teaching for Biliteracy
- Californians Together
- California Association of Latino Superintendents and Administrators



**Center for Teaching
for Biliteracy**

CALSA: Focus on Results 2023



“Supporting
Multilingualism in
Early Education
Programs”



CABE Conference 2023

Co-Presenting with Californians Together

“Improving Outcomes for English Learners: Implementing Schoolwide Dual Language Immersion Programs”



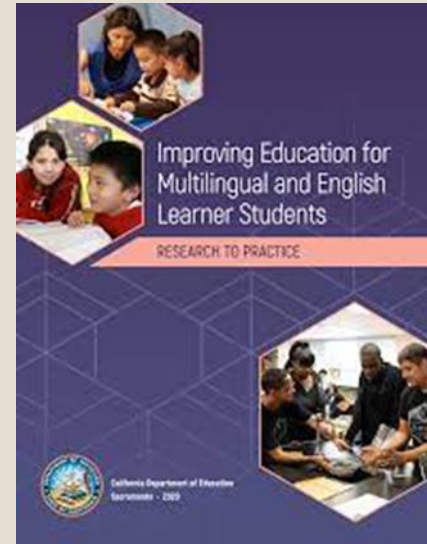
**CALIFORNIANS
TOGETHER**

CHAMPIONING THE SUCCESS
OF ENGLISH LEARNERS

OF ENGLISH LEARNERS
CHAMPIONING THE SUCCESS

Developing a Biliteracy Program to Meet Student Needs

- Data review and analysis
- Targeted Professional Development
- Instructional Coaching
- Align Practices
 - CA EL Roadmap
 - Guiding Principles of DLI
 - CA Frameworks



[Improving Education Publication - Resources \(CA Dept of Education\)](#)

District Highlights



Ignite – Transform – Nurture – Embrace

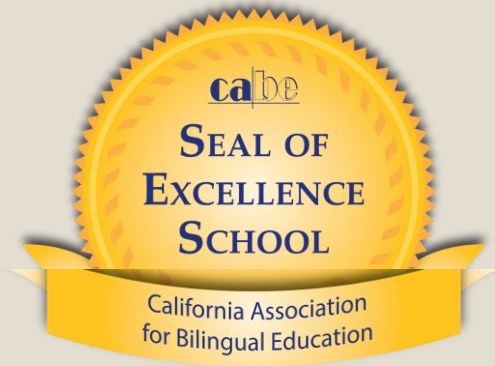
- Ongoing Professional Development & Support (Biliteracy & Pedagogy)
- Integration of biliteracy, oracy and content instruction
- Collaboration Opportunities
- Biliteracy Network
- Teachers on Special Assignment

Next Steps...



- Enhance Biliteracy Units
- Explore Writing Frameworks
- Piloting Opportunities
 - Beereaders
 - iStation

OSD Biliteracy Awards/Recognitions



Juan Soria School K-8
2018



Elm Street School K-5
2019



Juan Soria School K-8
2019



Lynne Aoki Multiple Pathway to Biliteracy
District Recognition Award (LAMPBDRA)
2022

Upcoming Celebrations



- CAFE Student Writing Award
- Lynne Aoki Multiple Pathway to Biliteracy District Recognition Award (LAMPBDRA)
- CAFE Luncheon Administrative Symposium Recognition
- Pathway Towards Biliteracy Gala



THANK YOU

ANY QUESTIONS?

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 01, 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: March 01, 2023

Agenda Section: Section B: Hearing

Public Hearing for Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)

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 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan prior to its adoption at the March 15, 2023, Board Meeting.

The U. S. Department of Education (ED) requires Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity Services Plan. This applies even if an LEA has been operating full-time, in-person instruction. The plan includes health and safety measures for students and staff related to COVID-19 and information regarding the continuity of academic, social, emotional, health, and meal services. It is updated every six months.

FISCAL IMPACT:

None

RECOMMENDATION:

The recommendation from the Associate Superintendent of Educational Services and the Director of School Performance & Student Outcomes that the Board of Trustees opens the Public comment period for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

ADDITIONAL MATERIALS:

Attached: [Safe Return to In-Person Instruction Plan 2023 \(English\).pdf](#)
[Safe Return to In-Person Instruction Plan 2023 \(Spanish\).pdf](#)



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Safe Return to In-Person Instruction and Continuity of Services Plan 2022-2023

Maintaining Health and Safety for Students and Staff:

The following information (and additional details) can also be found in the COVID-19 Prevention Program Plan which can be found on the district website: <https://www.oxnardsd.org/Page/13166> .

Universal and Correct Wearing of Masks

- Face coverings are optional, but strongly recommended, in indoor settings or in vehicles.
- OSD will provide face coverings and ensure they are worn by all employees when required by applicable orders from CDPH.
- Any employee may wear a face covering when not required by a law, regulation, or health order, unless it would create a safety hazard, such as interfering with the safe operation of equipment.
- Face coverings will be available at entry of each location and available upon request.
- Employees returning to work after exclusion from work must wear face coverings for 10 days following the positive test, the onset of symptoms, or the last day of close contact.
- Asymptomatic employees must wear face coverings for 10 days following the last day of close contact.
- A face covering is worn over the nose and mouth, not under the nose or under the chin.
- CDPH recommends surgical masks or higher-level masks KN95 or N95 respirators.
- Face coverings are to be clean and undamaged.
- Face shields are not a replacement for face coverings, although they may be worn together for additional protection.
- Signs will be posted at each entrance to communicate to non-employees the face coverings requirements or recommendations on the premises.

Personal Protective Equipment

- PPE must not be shared, (i.e. gloves, goggles, and face shields).

Protective gloves

- Nurses, health technicians, and/or office staff attending ill or injured students or assisting with medical needs of special education students.
- Custodians and other employees who use cleaning and sanitizing products, other than surface wipes.
- Special Education Teachers and Paraeducators who assist students with personal needs or assisting with medical needs of special education students.
- Any staff required to process, distribute US mail or outside carrier packages
- Library Medial staff required to process incoming library books

Goggles or safety glasses

- Nurses, health technicians, and/or office staff attending ill or injured students or assisting with medical needs of special education students.
- Custodians and other employees who use cleaning and sanitizing products, other than surface wipes.
- Special Education Teachers and Paraeducators who assist students with personal needs or assisting with medical needs of special education students.

Face shields

- To enhance the effectiveness of goggles, safety glasses, or face coverings.
- Staff who are hearing-impaired or communicating with a hearing-impaired person.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability.
- The face shield must have a drape on the bottom

Handwashing Etiquette

- An adequate number of restrooms with sinks and soap will be provided per the California Plumbing Code.
- Areas without soap and water will be provided with hand sanitizer.
- Employees and students are encouraged to wash their hands frequently throughout the day, including:
 - Before and after eating;
 - After coughing or sneezing;
 - Before and after using the restroom;
 - Before and after classes where they handle shared items such as art supplies.
- Employees and students are encouraged to wash their hands for 20 seconds with soap, rubbing thoroughly after application.

Cleaning & Maintaining Facilities

Scheduled and Periodic Cleaning and Disinfecting

- High touch surfaces at offices, classrooms and on school buses are to be cleaned and disinfected at least daily.
- Buses will be thoroughly cleaned and disinfected daily and after transporting any individual who is exhibiting symptoms of COVID-19.
 - Drivers will be provided disinfectant wipes and disposable gloves to support disinfection of frequently touched surfaces.
- Daily cleaning and disinfecting as specified should be added to the agreement with contracted transportation providers.
- Only disinfecting products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” will be used.

Shared Tools and Equipment

- Where there must be sharing, the items will be disinfected between uses by wiping down all surfaces with approved wipes or use of sanitizer by each person before and after use.

Improving Ventilation

We maximize, to the extent feasible, the quantity of outside air for buildings with mechanical or natural ventilation systems by:

- The heating ventilation and air conditioning (HVAC) system is adjusted to allow maximum outside air.
- The HVAC system air filters will be upgraded to the highest efficiency compatible with the system Maximum Efficiency Reporting Value (MERV) 13 filters.
- Opening doors and windows when weather permits, and the outdoor Air Quality Index is less than 100.
- Portable air cleaners equipped with high efficiency particulate air (HEPA) filters are installed in each classroom, office and health offices and isolation areas.
- Installed 996 Minimum Efficiency Report Value (HEPA) air purifiers into each classroom & office, operating 24/7, immensely improving on our Indoor Air Quality (IAQ).

Contact Tracing

The following procedure shall be taken in advance of a report of a COVID-19 case and after their report to help identify employee who may have had close contact:

- To facilitate contact tracing, employees and visitors will sign in and out when visiting a department that is not their own.
- When a report is made of a positive test of symptoms identified by a health care professional, the employee with COVID-19 will be excluded from the worksite and interviewed to establish:
 - Dates they have been at the work site
 - Dates COVID-19 Case tested positive or first experience symptoms
 - With whom they have been in close contact
 - What other work sites they may have visited two (2) days prior to the start of COVID-19 related symptoms
 - Determine who may have been exposed and would be considered a close contact by CDC Definition.
 - Check-In and Check-Out Google Sheet log and physical sign-in log

Isolation & Quarantine

Cal/OSHA has developed new information for isolation and quarantine as of January 14, 2022, which informs the Return-to Work criteria.

Employees with COVID-19 symptoms

- Isolate and test as soon as possible to determine infection status. For symptomatic persons who have tested positive within the previous 90 days, using an antigen test is preferred.
- Remain in isolation while waiting for testing results. If not testing, they should continue isolating for 10 days after the day of symptom onset.
- If testing negative with an antigen test, it is recommended to continue self-isolation and retesting in 1-2 days particularly if tested during the first 1-2 days of symptoms.
- Continue to self-isolate if test result is positive, following recommended actions below.

Employees who test positive for COVID-19:

- Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, AND a diagnostic specimen collected on day 5 or later tests negative.
- If an employee is unable or chooses not to test and their symptoms are not present or are resolving, isolation can end and the employee may return to the workplace after day 10.
- If an employee has a fever, isolation must continue, and the employee may not return to work until the fever resolves, without the use of fever reducing medication.
- If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10 from the positive test.
- Employees must wear face coverings as described in this program, or for a total of 10 days after the positive test, whichever is longer, especially in indoor settings.
- Employees must maintain six (6) feet of distance from others at the workplace for 14 days after the positive test.

Diagnostic & Screening Testing

Employee Screening

Daily Symptom Screening processes have been implemented district-wide for employees, students and visitors.

The Oxnard School District will require all employees to self-screen daily at home prior to arriving to work:

- Temperature & symptoms screening at or above 100.4 in past 24 hours.
- Employees will certify via QR code or sign in log they are COVID symptom-free and have not been identified as a close contact.
- Use hand sanitizer upon entering.
- Face coverings shall be worn in accordance with state and local guidance.

If an employee is sick he/she shall stay home and report their COVID-19 symptoms immediately on the district COVID-19 Exposure Portal <https://covid.oxnardsd.org/>.

Student Screening

Parent screening of their child(ren) shall occur at home daily:

- Temperature & symptoms screening at or above 100.4 in past 24 hours.
- Hand hygiene upon arrival
- Face masks shall be worn in accordance with state and local guidance

Visitor Screening

The Oxnard School District will screen all visitors prior to entry by:

- Visitors will certify via QR code or sign in log they are COVID symptom-free and have not been identified as a close contact.
- Use hand sanitizer upon entering.
- Face coverings shall be worn in accordance with state and local guidance.

Vaccination Access

- Employees are strongly encouraged, but not required, to get vaccinated or boosted.
- Employee may continue to submit their proof of vaccination in the OSD Vaccination Portal <https://covidvax.oxnardsd.org/>.
- Information on vaccination locations can be found on our district website: <https://www.oxnardsd.org/Page/14450>.

Accommodations for Students w/Disabilities

All procedures/requirements can be accommodated to student needs within reason. For example, for masking: students can be exempted from wearing face coverings due to a medical condition, mental health condition, or disability and will wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

Continuity of Services: Academic, Social Emotional, Health & Food Services:

Academic

In-person instruction commenced in the 21-22 school year and continues to the 22-23 school year. The current school calendar can be found on the website: <https://tinyurl.com/35hunzdp> . Bell Schedules can be found on each school site's website.

Closure of a classroom or multiple classrooms may be necessary to prevent disease transmission, but any decision to close a portion of or the entire school will be made in consultation with VCPH. VCPH may also implement partial or full school closures where 6 social distancing requirements are not met.

Communicating information related to classroom and/or school closures will be made via: Blackboard (all call system to families and site staff) email (family and staff) and District and site websites. All communication will be in English and Spanish.

Continuity of education will be maintained through distance learning or other means of non-classroom-based instruction:

- Long-term and Short-term Independent Study options are available.
- Access to full curriculum and instructional resources will be equivalent to in-person instruction
- Students have 1:1 devices and connectivity assistance will be available through check out of Hot Spots

- Participation will be measured
- Progress will be assessed, particularly in Language Arts, ELD and Mathematics

Our district is a 1:1 device district. Every student has an iPad. During the pandemic, a district-wide Learning Management System (LMS), was instituted to facilitate consistency for the delivery of lessons through technology. The LMS continues to be used to support in-person instruction.

Students who may be out of school for limited periods of time can participate in the Short-Term Independent Study Program. Grade level lessons are delivered through the LMS.

An Independent Study (IS) program is offered to provide an optional alternative instructional program for students whose needs may be best met through study outside of the regular classroom setting (OSD Board Policy 6158). Independent Study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience or whose health or other personal circumstances make classroom attendance difficult. Teachers in the program provide daily and/or weekly synchronous instruction to support students' engagement with grade-level content. Daily synchronous check-ins are designed to foster student-teacher connections, clarify daily expectations, and improve students' overall performance (e.g., attendance, assignment completion).

The academic progress of students who receive special education services, Foster Youth, McKinney-Vento students and English Learners is carefully monitored and additional supports and resources are made available. IEPs are monitored for compliance by district and site staff, ORCs work with Foster Youth to connect them with needed services, a Community Liaison works directly with McKinney-Vento families to connect them with available services and English Learner progress is monitored through academic data and information is shared with families of English Learners through site ELACs and the district's DELAC.

Physical Education and Extra-Curricular Activities

PE

All students participate in the required amount of minutes for Physical Education (Ed. Code 33352), by grade level. All pre-COVID protocols can be followed.

Extra-Curricular

The Oxnard Scholars After School program is offered at no cost to families and consists of academic and enrichment activities. The programs are educational and fun and include a daily complimentary snack. The Scholars Program is offered Monday through Friday from school dismissal until 6:00PM (including minimum days). Participating students are expected to attend every day the program is offered. The Oxnard School District contracts with the City of Oxnard to provide the after-school program at each of our twenty schools for students in grades K-8. The programs receive funds through the State of California After School Education and Safety (ASES) grant.

After school programs vary from school to school and are tailored at each school to meet the particular academic and social needs of the school population. The program provides a safe and supervised environment after each school day for students to receive academic support and enrichment. Registration forms and information can be obtained at each school site and on the district website:

<https://www.oxnardsd.org/Domain/1375>.

Oxnard School District also has an Expanded Learning Opportunities Program (ELOP). This program offers opportunities before school, after school, during summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning

programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

Social Emotional

Oxnard School District offers many supports for the social emotional well-being of students. There is a Counselor at each site who supports the social emotional needs of students. Counselors at the K-8 and Middle Schools also provide academic support. Counselors meet with students on an individual basis and also work with groups of students. They provide Social Emotional Learning (SEL) lessons to classes and training for teachers. They make referrals to community-based organizations and mental health resources. A Counselor is also assigned to the Independent Study Program. Many sites have Wellness Centers where students can go during the school day for various types of supports. Some sites also have Social Workers. In the event a class or school closure, counseling support will be available through virtual meeting platforms.

Outreach Consultants (ORCs) are also at every site and provide information and support directly to families and connect them to community organizations and services, such as, access to food, clothing, shelter, substance abuse services, transportation and low/no cost insurance for children. They also support attendance programs to promote regular attendance at school. In the event a class or school closure, ORC services will be available through virtual meeting platforms.

Each site has a Positive Behavior Intervention and Supports (PBIS) Team. Plans and programs are instituted and monitored to support a safe and positive climate and culture on each campus.

A team of Behavior Specialists provides support to students in special education programs. For students who do not receive special education services, we have a Social Emotional Support Specialist (SESS). These specialists work directly with teachers and site staff to create plans to mitigate behavior.

More information on provided services can be found in the Pupil Services section on the website: <https://www.oxnardsd.org/Domain/1381>.

Mental Health Services

In accordance with AB 2022 and CA Education Code 49428, the Oxnard School District ensures that parents, guardians and students are informed about resources available for anyone who believes they are in a mental health crisis. Parents/guardians and students are encouraged to talk with any adult in the school district if they are concerned about another student and possible mental health needs. In order to initiate access to available pupil mental health services, the following mental health services provider can be contacted: Ventura County Behavioral Health Logrando Bienestar: (805) 973-5220 or the Ventura County Behavioral Health Crisis Team: 866-998-2243. For more information regarding health services, click [here](#).

Health

Oxnard School District employs 5 licensed school nurses to support student health and oversee health support staff (LVNs and health assistants) at sites throughout our district. District nurses conduct mandated vision/hearing screenings, write and implement student health plans, and provide support with any other student health-related needs, including COVID-19 related illness.

Food Services

School meals are served to students under the National School Lunch and Breakfast Programs. Meals and snacks are also served through the United States Department of Agriculture's Seamless Summer Option and the Child and Adult Care Feeding Program. Following the nutrition guidelines prescribed by

the Healthy, Hunger-Free Kids Act of 2010, whole-grain rich products; low fat and fat free milk; 100% fruit and/or vegetable juices; and a variety of fresh, seasonal fruits and vegetables are served. More information regarding Child Nutrition Services can be found on our website: <https://www.oxnardsd.org/Domain/1378> . The website also includes links to community- based organizations which offer programs which supply food/meals to the community.

We have a district Community Liaison who keeps in contact with all of our foster families. He has maintained contact with them during the closures to link them with any necessary services. All sites know who their foster students are and are using the ORCs to maintain contact as well.

Opportunities for Public Feedback:

A Public Hearing was held, in regard to this plan, on March 1, 2023.

The portion of this plan regarding *Maintaining Health and Safety for Students and Staff* was approved on February 24, 2021, was approved by the State Safe Schools for All Team on March 4, 2021 and has been revised on the following dates: March 31, 2022; May 6, 2022 and September 19, 2022.

All information in this document is subject to change per local, state and federal guidelines.



DISTRITO ESCOLAR DE OXNARD

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www.oxnardsd.org

Plan de regreso seguro a la instrucción en persona y continuidad de los servicios 2022-2023

Conservación de la salud y la seguridad de los estudiantes y el personal:

La siguiente información (y detalles adicionales) también se pueden encontrar en el Plan de Prevención del COVID-19 que se encuentra en el sitio web del Distrito: <https://www.oxnardsd.org/Page/13166>.

El uso universal y correcto de mascarillas

- Las cubiertas faciales son opcionales, pero muy recomendables en los espacios interiores y los vehículos.
- El Distrito Escolar de Oxnard proporcionará mascarillas y se asegurará de que todos los empleados las lleven cuando sea ordenado por el Departamento de Salud pública de California (CDPH).
- Cualquier empleado puede usar una cubierta facial aunque la ley, los reglamentos u órdenes sanitarias no lo exijan, salvo que suponga un riesgo para la seguridad, como dificultar la operación segura de algún equipo.
- Habrá cubiertas faciales suficientes disponibles en la entrada de cada emplazamiento y para aquellos que las soliciten.
- Los empleados que regresan a trabajar después de haber sido excluidos del trabajo deben llevar cubiertas faciales por 10 días después de haber recibido un resultado positivo, desde el inicio de los síntomas o del último día de contacto cercano.
- Los empleados asintomáticos deben llevar cubiertas faciales durante 10 días después del último día de contacto cercano.
- La cubierta facial debe llevarse sobre la nariz y boca, no debajo de la nariz ni debajo del mentón.
- El CDPH recomienda las mascarillas quirúrgicas o mascarillas de nivel de protección más alto como las KN95 o N95.
- Las cubiertas faciales deben estar limpias y en buen estado.
- Las máscaras de protección facial no reemplazan a las cubiertas faciales, aunque pueden ser usadas junto con estas, como una protección adicional.
- Se colocarán avisos en cada entrada para informar a los visitantes sobre los requisitos y recomendaciones acerca del uso de cubiertas faciales mientras se encuentren en las instalaciones.

Equipo de protección personal (PPE)

- El PPE no debe compartirse (por ejemplo, guantes, lentes protectores y máscaras de protección facial).

Usarán PPE:

Guantes protectores

- El personal de enfermería, técnicos de salud y/o personal de oficina que asiste a estudiantes enfermos o heridos, o que asisten con cuidados médicos a estudiantes de educación especial.
- El personal de limpieza y otros empleados que usen productos de limpieza o desinfección, aparte de los paños de limpieza de superficies.
- Los maestros y asistentes de instrucción que asisten a estudiantes con necesidades personales o asisten con necesidades médicas a estudiantes de educación especial.
- Todo personal que procesa y distribuye correo postal o paquetes transportados por compañías externas.
- Personal de medios de biblioteca que procesa libros que son devueltos.

Gafas o lentes de seguridad

- El personal de enfermería, técnicos de salud y/o personal de oficina que asiste a estudiantes enfermos o heridos, o que asisten con cuidados médicos a estudiantes en educación especial.
- El personal de limpieza y otros empleados que usen productos de limpieza o desinfección, aparte de los paños de limpieza de superficies.
- Los maestros y asistentes de instrucción que asisten a estudiantes con necesidades personales o asisten con necesidades médicas a estudiantes de educación especial.

Máscara de protección facial

- Para aumentar la efectividad de los lentes y gafas protectoras, o cubiertas faciales.
- El personal que tiene impedimentos auditivos o que se comunica con una persona que tiene impedimentos auditivos.
- Los empleados que no pueden usar una cubierta facial debido a una condición o discapacidad médica o mental.
- La máscara de protección facial debe tener un drapeado en la parte inferior.

Procedimiento de lavado de manos

- Se proveerá un número adecuado de instalaciones sanitarias con lavabos y jabón, de acuerdo con el Código de Plomería de California.
- Se proveerá desinfectante de manos en las áreas donde no haya agua y jabón.
- Se alienta a los empleados y estudiantes a lavarse las manos frecuentemente durante el día, incluyendo:
 - Antes y después de comer:
 - Después de toser o estornudar:
 - Antes y después de usar el servicio sanitario:
 - Antes y después de clases cuando se han manipulado artículos como materiales de arte.
- Se alienta a los empleados y estudiantes a lavarse las manos frotándolas cuidadosamente con jabón por 20 segundos antes de enjuagarlas.

Limpieza y mantenimiento de las instalaciones

Limpieza y desinfección periódica programada.

- Las superficies de uso frecuente en las oficinas, clases y los autobuses escolares deben ser limpiados y desinfectados como mínimo diariamente.
- Los autobuses serán cuidadosamente limpiados y desinfectados diariamente y después de transportar a cualquier persona que exhiba síntomas de Covid-19.
 - Se proporcionará a los conductores paños desinfectantes y guantes descartables para asistir con la desinfección de las superficies de uso frecuente.
- La limpieza y desinfección diaria especificada debe ser agregada al acuerdo firmado con los contratistas que proveen transporte.
- Solo se utilizarán productos contra el Covid-19 aprobados por la Agencia de Protección Medioambiental (EPA) que figuran en la Lista "N".

Equipo y herramientas compartidos

- Cuando se comparta equipos, estos serán desinfectados entre usos por la persona que los utiliza, frotando todas las superficies con paños de desinfección aprobados o mediante el uso de desinfectante, antes y después de ser utilizados.

Mejora de la ventilación

Maximizamos, dentro de lo posible, la cantidad de aire exterior de los edificios con sistemas de ventilación mecánicos o naturales, mediante:

- El sistema de calefacción y aire acondicionado (HVAC) configurado para permitir al máximo la entrada de aire exterior.
- El aumento de la eficiencia de los filtros del sistema HVAC utilizando los filtros del sistema de Valor de Reporte de Eficiencia Máxima (MERV) 13.
- La apertura de las puertas y ventanas cuando el clima lo permita y la calidad del aire exterior sea menor de 100.
- La instalación de purificadores de aire equipados con filtros de partículas de alta eficiencia (HEPA), en cada salón de clase, oficina, enfermerías y áreas de aislamiento.
- La instalación de 996 purificadores de aire HEPA en cada salón de clase y oficina, que operan las 24 horas del día, todos los días de la semana y mejoran inmensamente la Calidad del Aire Interior (IAQ).

Trazabilidad del contacto

Cuando se reporte un caso de Covid-19, se seguirán los siguientes procedimientos antes y después del reporte para ayudar a identificar quién podría haber estado en contacto cercano con el virus:

- Para facilitar la trazabilidad del contacto, los empleados y visitantes se registrarán al entrar y salir de un departamento que no sea el suyo.
- Cuando existe el reporte de un caso positivo de síntomas identificados por un profesional de la salud, el empleado con Covid-19 será excluido del centro laboral y entrevistado para esclarecer:
 - Las fechas en las que estuvo en el centro laboral.
 - Las fechas en las que recibió un resultado positivo de Covid-19 o la primera vez que experimentó síntomas.
 - Las personas con las que ha estado en contacto.

- Otros centros laborales que pudiera haber visitado dos (2) días antes de empezar los síntomas relacionados con el Covid-19.
- Determinar quién podría haber estado expuesto y podría considerarse un contacto cercano de acuerdo con la definición de los Centros de Prevención y Control de Enfermedades (CDC).
- Registro de entrada y salida en el registro de *Google Sheet* y la firma del registro físico.

Aislamiento y cuarentena

La Administración de Seguridad y Salud Ocupacionales de California (CAL/OSHA emitió nueva información sobre el aislamiento y cuarentena el 14 de enero de 2022, la cual informa sobre los criterios para el regreso al trabajo.

Empleados con síntomas de Covid-19

- Aislar y realizar la prueba de detección tan pronto como sea posible para determinar el estatus de la infección. En el caso de personas sintomáticas que han recibido un resultado positivo en el lapso de los 90 días anteriores, utilizar de preferencia una prueba de antígenos.
- Permanecer en aislamiento mientras se esperan los resultados de la prueba. Si no se hace la prueba, debe continuar en aislamiento por 10 días después del día en el que se iniciaron los síntomas.
- Si recibe un resultado negativo con una prueba de antígenos, se recomienda continuar con el aislamiento y volverse a hacer la prueba después de 1 o 2 días, especialmente si la prueba anterior se hizo el primer o segundo día en el que aparecieron los síntomas.
- Continuar con el aislamiento si el resultado es positivo y seguir las recomendaciones que se dan a continuación:

Los empleados que reciben un resultado positivo de Covid-19

- El aislamiento puede terminar y los empleados pueden regresar a su centro laboral después del quinto día, si los síntomas ya no están presentes o están desapareciendo, **Y**, recibe un resultado negativo de una muestra tomada el quinto día o después.
- Si un empleado no puede o elige no realizarse la prueba y ya no presenta síntomas o estos están desapareciendo, puede terminar su aislamiento y regresar a trabajar después del día 10.
- Si un empleado tiene fiebre, el aislamiento debe continuar y el empleado no puede regresar a trabajar hasta que la fiebre desaparezca, sin haber tomado medicinas para bajar la temperatura.
- Si los síntomas de un empleado, aparte de la fiebre, no desaparecen, no debe regresar a trabajar hasta que sus síntomas desaparezcan o mejoren, o hasta que hayan pasado 10 días desde que recibió un resultado positivo.
- Los empleados deben usar cubiertas faciales según se describe en este programa o por un total de 10 días después de haber recibido un resultado positivo, el que sea más prolongado de los dos, especialmente en espacios interiores.
- Los empleados deben mantener una distancia de seis (6) pies con otras personas en el centro laboral por 14 días después de haber recibido un resultado positivo.

Diagnóstico y pruebas de monitoreo

Monitoreo de empleados

Se ha implementado un proceso de monitoreo en todo el distrito para los empleados, estudiantes y visitantes.

El Distrito Escolar de Oxnard requiere que todos los empleados se monitoreen a sí mismos antes de llegar a trabajar, lo que incluye:

- Monitoreo de los síntomas y temperatura de 100.4 o mayor en las últimas 24 horas.
- Certificación vía el código QR o firma del registro indicando que están libres de Covid-19 y que no han sido identificados como un contacto cercano.
- Uso de desinfectante de manos al entrar.
- Cubiertas faciales de acuerdo con las recomendaciones estatales y locales.

Si un empleado está enfermo, deberá permanecer en su casa y reportar sus síntomas de Covid-19 inmediatamente en el Portal de Exposición de Covid-19 en <https://covid.oxnardsd.org/>.

Monitoreo de estudiantes

El monitoreo de los estudiantes realizado por sus padres debe ser diario e incluir.

- Monitoreo de los síntomas y temperatura de 100.4 o mayor en las últimas 24 horas.
- Higiene de las manos al llegar.
- Cubiertas faciales de acuerdo con las recomendaciones estatales y locales.

Monitoreo de visitantes

El Distrito Escolar de Oxnard monitoreará a los visitantes al entrar, lo que incluye:

- Certificación de los visitantes vía el código QR o firma en el registro indicando que están libres de Covid-19 y que no han sido identificados como contactos cercanos.
- Uso de desinfectante de manos al entrar.
- Cubiertas faciales de acuerdo con las recomendaciones estatales y locales.

Acceso a vacunas

- Se recomienda encarecidamente a los empleados la vacunación y refuerzo de la vacuna, pero no es un requisito.
- Los empleados pueden continuar enviando su prueba de vacunación al Portal de Vacunación del OSD <https://covidvax.oxnardsd.org/>.
- La información sobre los lugares de vacunación se puede encontrar en el sitio web del Distrito: <https://www.oxnardsd.org/Page/14450>.

Adaptaciones para estudiantes con discapacidades

Todos los procedimientos/requisitos pueden adaptarse para las necesidades de los estudiantes dentro de lo razonable. Por ejemplo: en el caso de las mascarillas, los estudiantes pueden ser excusados del uso de cubiertas faciales debido a alguna condición médica, condición de salud mental o discapacidad y usarán una alternativa no restrictiva efectiva como la máscara de protección facial con un drapeado en la parte inferior, si su condición o discapacidad lo permiten.

Continuidad de los servicios: Servicios académicos, socioemocionales, de salud y comidas:

Servicios académicos

La instrucción en persona se inició el año escolar 2021-22 y continuó con el año escolar 2022-23. El calendario actual puede encontrarse en nuestro sitio web <https://tinyurl.com/35hunzdp>. Los horarios de entrada y salida pueden encontrarse en el sitio web de cada escuela.

El cierre de un salón de clase o múltiples salones de clase puede ser necesario para prevenir la propagación de la enfermedad, sin embargo, cualquier decisión de cierre de una parte o de toda la escuela se hará en consulta con la Oficina de Salud Pública del Condado de Ventura (VCPH). La VCPH puede también implementar el cierre parcial o total de escuelas cuando el requisito de distanciamiento de seis pies no se cumpla.

La comunicación de información relacionada con el cierre y/o de los salones de clase se hará mediante: Blackboard (sistema de llamadas a todos los estudiantes y familias), correo electrónico (familias y personal), y sitios web de las escuelas y el Distrito. Todas las comunicaciones se realizarán en inglés y español.

La continuidad de la educación se mantendrá a través de la educación a distancia u otros medios no basados en la instrucción en el salón de clase:

- Hay disponibles Programas de Estudio Independiente de largo y corto plazo.
- El acceso al currículo completo y recursos de instrucción será equivalente a la instrucción en persona.
- Los estudiantes tienen dispositivos individuales y la asistencia con la conectividad estará disponible a través de los dispositivos de internet inalámbrica o Hot Spots.
- Se medirá la participación.
- El progreso se evaluará, en especial en Artes Lingüísticas del Inglés (ELA), Desarrollo del Idioma Inglés (ELD) y Matemáticas.

Nuestro Distrito utiliza dispositivos individuales. Cada estudiante tiene un iPad asignado. Durante la pandemia, se estableció un sistema de Administración del aprendizaje (LMS) para facilitar la consistencia en la entrega de lecciones mediante la tecnología. El LMS continúa siendo utilizado para apoyar la instrucción en persona.

Los estudiantes que no asistirán a la escuela por un periodo limitado de tiempo pueden participar en el Programa de Estudio Independiente de corto plazo. Las lecciones son impartidas, por grado escolar, a través del LMS.

Se ofrece un Programa de Estudio Independiente de largo plazo para proporcionar una alternativa a aquellos estudiantes cuyas necesidades se cubren mejor fuera del salón de clase regular (Política del Consejo Directivo del Distrito Escolar de Oxnard BP 6158). El Estudio Independiente ofrece un medio de individualizar el plan de educación para atender a estudiantes que desean una experiencia educativa más estimulante, o cuya salud u otras circunstancias personales dificultan la asistencia a clases. Los maestros en el programa proveen instrucción sincrónica diaria para apoyar a los estudiantes en la participación en el contenido del grado escolar. Las revisiones diarias están diseñadas para fomentar la conexión entre el estudiante y el

maestro, aclarar expectativas diarias y mejorar el desempeño del estudiante en general (por ejemplo, asistencia, compleción de las asignaciones).

El progreso académico de los estudiantes que reciben servicios de educación especial, estudiantes en hogares temporales, estudiantes protegidos por la ley McKinney-Vento y estudiantes que aprenden inglés es cuidadosamente monitoreado y se pone a disposición asistencia y recursos. El personal de la escuela y el distrito monitorea los IEP para verificar su cumplimiento. Los ORC trabajan con los estudiantes en hogares temporales para conectarlos con los servicios necesarios. Un Enlace Comunitario trabaja con las familias protegidas por la ley McKinney-Vento para conectarlas con los servicios disponibles. Se monitorea el progreso de los estudiantes que aprenden inglés a través de la información académica y esta información se comparte con las familias de los estudiantes que aprenden inglés a través de los Comités Asesores del Aprendizaje de Inglés de las escuelas (ELAC) y el Comité Asesor del Aprendizaje de Inglés del Distrito (DELAC).

Educación física (PE) y actividades extracurriculares

Educación Física

Todos los estudiantes participan en la cantidad de minutos requeridos de Educación Física según el grado escolar (Código de Educación 33352). Se siguen todos los protocolos pre-COVID.

Programa extracurricular

El programa *Oxnard Scholars* después de la escuela se ofrece sin costo para las familias y consiste en actividades académicas y de enriquecimiento. Los programas son educativos y divertidos e incluyen un refrigerio complementario diario. El Programa *Scholars* se ofrece de lunes a viernes desde la hora de salida de la escuela hasta las 6:00 p.m. (incluidos los días mínimos). Los estudiantes que participan deben asistir todos los días en los que se ofrece el programa. El Distrito Escolar de Oxnard tiene un acuerdo con la Ciudad de Oxnard para proporcionar el programa extracurricular en cada una de las veinte escuelas para los estudiantes de Kindergarten a 8^{vo} grado. El programa recibe fondos a través de la subvención Educación y Seguridad Después de la Escuela (ASES) del Estado de California.

Los programas extracurriculares varían de escuela a escuela y están desarrollados a la medida de cada escuela para atender las necesidades académicas y sociales de la población escolar. El programa provee un entorno supervisado y seguro después de la jornada escolar para que los estudiantes reciban apoyo académico y de enriquecimiento. Los formularios de solicitud y la información pueden encontrarse en cada escuela y en el sitio web del Distrito. <https://www.oxnardsd.org/Domain/1375>.

El Distrito Escolar de Oxnard cuenta con un Programa de Oportunidades de Ampliación del Aprendizaje (ELOP). Este programa ofrece oportunidades antes de la escuela, después de la escuela, durante el verano, o entre las sesiones de los programas de aprendizaje. El programa se enfoca en desarrollar los intereses y atender las necesidades académicas, socioemocionales y físicas de los estudiantes mediante experiencias de aprendizaje prácticas. La intención de la legislación es que los programas de ampliación del aprendizaje estén centrados en los estudiantes, orientados hacia los resultados, incluyan a los socios de la comunidad y complementen, más no dupliquen las actividades de aprendizaje de la jornada regular de clases y el año escolar.

Aspecto socioemocional

El Distrito Escolar de Oxnard ofrece mucho apoyo al bienestar socioemocional de los estudiantes. Hay un consejero en cada escuela que apoya las necesidades socioemocionales de los estudiantes. Los consejeros en las escuelas K-8 y secundarias también proveen apoyo académico. Los consejeros se reúnen con los estudiantes de manera individual y también trabajan con grupos de estudiantes. Ellos proporcionan lecciones de aprendizaje socioemocional (SEL) en los salones de clase y capacitan a los maestros. Refieren casos a organizaciones de la comunidad y recursos de salud emocional. También existe un consejero asignado al Programa de Estudio Independiente. Muchas escuelas cuentan con Centros de Bienestar donde los estudiantes pueden ir durante la jornada escolar para obtener diferentes tipos de apoyo. Algunas escuelas también tienen trabajadores sociales. En caso de que un salón de clase o escuela cierre, el apoyo de los consejeros estará disponible a través de reuniones en plataformas virtuales.

Los consultores de alcance comunitario (ORC) están también en cada escuela y proporcionan información y apoyo directamente a las familias y las conectan con organizaciones y servicios comunitarios, como acceso a comida, vestimenta, vivienda, servicios contra el abuso de sustancias, transporte y seguro para niños sin costo o de bajo costo. También apoyan los programas de asistencia para fomentar la asistencia escolar. En caso de que un salón de clase o escuela cierre, los servicios de los ORC estarán disponibles a través de reuniones en plataformas virtuales.

Cada escuela cuenta con un Equipo de Intervención y Apoyo Positivos del Comportamiento (PBIS). Los planes y programas son establecidos y monitoreados para respaldar un clima y cultura positivos y de seguridad en cada campus.

Un equipo de especialistas conductuales provee apoyo a los estudiantes en los programas de educación especial. Los estudiantes que no reciben servicios de educación especial son apoyados por Especialistas de Apoyo Emocional (SESS). Estos especialistas trabajan directamente con los maestros y personal de la escuela en el desarrollo de planes para mitigar los problemas de comportamiento.

Se puede encontrar más información sobre los servicios provistos en la sección *Pupil Services* (Servicios Estudiantiles) en nuestro sitio web: <https://www.oxnardsd.org/Domain/1381>.

Servicios de salud mental

De acuerdo con el Proyecto de Ley AB 2022 y la sección 49428 del Código de Educación de California, el Distrito Escolar de Oxnard asegura que los padres, tutores legales y estudiantes estén informados sobre los recursos disponibles para cualquiera que piense que está sufriendo una crisis de salud mental. Se alienta a los padres/tutores legales y estudiantes a hablar con cualquier adulto en la escuela si están preocupados por algún estudiante y la posible necesidad de salud mental. Con el fin de obtener los servicios de salud mental disponibles para los estudiantes, se puede contactar al siguiente proveedor de servicios de salud mental: *Ventura County Behavioral Health* Logrando Bienestar: (805) 973-5220 o al Equipo de Atención de Crisis de Salud Mental del Condado de Ventura: 866-998-2243. Para más información sobre servicios de salud mental haga clic [aquí](#).

Servicios de salud

El Distrito Escolar de Oxnard emplea 5 enfermeras licenciadas para apoyar la salud de los estudiantes y supervisar al personal de apoyo (Técnicos de Salud (LVN) y Asistentes de Salud) en las escuelas en todo el Distrito. Las enfermeras del Distrito llevan a cabo monitoreos de la visión/audición, escriben e implementan los planes de salud de los estudiantes y proveen apoyo con cualquier otra necesidad relacionada con la salud de los estudiantes, incluido la enfermedad de Covid-19.

Servicios de nutrición

En las escuelas se sirve comidas a los estudiantes de acuerdo con los Programas nacionales de almuerzo y desayuno. Las comidas y refrigerios se sirven también a través de los programas del Departamento de Agricultura de los Estados Unidos de Continuación de la Alimentación en verano y del Programa de Alimentación de Adultos y Niños. Siguiendo con las recomendaciones provistas la Ley para niños saludables y sin hambre de 2010, se sirven productos ricos en grano entero; leche semidescremada y descremada; jugos cien por ciento de frutas y vegetales y una variedad de frutas y vegetales de la estación. Se puede encontrar más información sobre los Servicios de Nutrición Infantil en nuestro sitio web: <https://www.oxnardsd.org/Domain/1378>. El sitio web también contiene enlaces a organizaciones de la comunidad que ofrecen programas que proveen alimentos/comida a la comunidad.

Contamos con un Enlace Comunitario que se mantiene en contacto con todas nuestras familias temporales. Él se mantiene en contacto con ellos durante el cierre para contactarlos con cualquier servicio necesario. Todas las escuelas tienen conocimiento de quiénes son sus estudiantes en hogares temporales y también utilizan a los ORC para mantener el contacto.

Oportunidades de recibir la opinión pública:

Se realizó una Audiencia Pública con relación a este plan, el 1 de marzo de 2023.

La porción de este plan relacionada con el *Mantenimiento y la Salud de los Estudiantes y el Personal* fue aprobada el 24 de febrero de 2021, por el 3 de Escuelas Seguras del Estado, el 4 de marzo de 2021 y ha sido modificado en las siguientes fechas: 31 de marzo de 2022; 6 de mayo de 2022 y 19 de septiembre de 2022.

Toda la información en el presente documento está sujeta a modificaciones de acuerdo con las recomendaciones estatales y federales.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section C: Consent Agenda

Approval to Attend Out of State Conference - InstructureCon 2023 in Denver, Colorado (DeGenna/Fox)

The District's Instructional Technology TOSAs focus on promoting Digital Learners. InstructureCon 2023 Conference offers the latest in using educational technology to address 21st-century learning. Keynote speakers and workshops will provide inspiring ways to maximize our digital tools to create engaging, differentiated, and challenging classrooms.

LCAP Action 1.21 Canvas is a classroom software program for all students in grades PK8, families, and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students. InstructureCon 2023 in Denver, Colorado (July 26-28, 2023).

Attending: Bonnie Sides

FISCAL IMPACT:

Not to exceed the amount of \$3,600.00, ESSER II funds

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees approves the request to attend the Out of State Conference InstructureCon in Denver, Colorado, as presented.

ADDITIONAL MATERIALS:

Attached: [InstructureCon 2023 Canvas \(3 pgs\).pdf](#)

InstructureCon 2023 is Happening!

July 26th - 28th, 2023

In 2023, InstructureCon is happening in Denver, Colorado, at the beautiful [Gaylord Rockies Resort and Convention Center](#)!

It's finally time to get back together again and have the best "eduventure" yet. We'll have more ways than ever before to collaborate, learn, and have fun, not to mention a very special secret line-up of entertainment.

2023



InstructureCon '23 fun to look forward to includes:

- ✓ New ways to connect and engage
- ✓ Over 100 sessions
- ✓ Great keynote speakers
- ✓ Entertainment every night
- ✓ Great food, drink, and fun
- ✓ New tracks to be announced soon
- ✓ Exhibitors hall
- ✓ The Future of Learning exhibit







Relive InstructureCon 2022


[ACCESS THE SESSIONS →](#)

Get one of only **1,000 early bird tickets** now by clicking on the registration link below **by Dec. 31**. Otherwise, you risk missing out on the best price available, exclusive early registrant special swag, and guaranteed rooms at the Gaylord property.

Registrations

	PRICE	TOTAL	QTY
Early Bird Registration - Conference Only Admission to Conference (July 26-July 28, 2023)	US\$695	US\$695	0 <input type="button" value="v"/> Ends Jan 3
Early Bird Registration - Conference +2 Nights Early Bird Pass Includes Wednesday Night + Thursday Night Hotel Rooms	US\$1,095	US\$1,095	0 <input type="button" value="v"/> Ends Jan 3
Conference Registration Admission to Conference (July 26-July 28, 2023)	US\$895	US\$895	Sale starts Jan 3



Early Bird Sponsorships are NOW Open

For more information on getting exclusive offers before Dec 31, please email Partners@instructure.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Allocations of Contract Contingency #1 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Five Hundred Fifty-Seven Dollars and No Cents (\$797,557.00). There have been allocations totaling One Hundred Forty-Two Thousand Six Hundred Twenty Dollars and No Cents (\$142,620.00) leaving a fund balance of Six Hundred Fifty-Nine Thousand Nine Hundred Thirty-Seven Dollars and No Cents (\$659,937.00).

FISCAL IMPACT:

No Fiscal Impact

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #1 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

Attached: [Contingency Allocation Approval No. 01 \(2 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 3/1/2023

Contractor Contingency Approval NO. 001

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:
Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

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

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	797,557.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	0
ADJUSTED CONTINGENCY SUM	\$	797,557.00
NET CHANGE _____	\$	0

Total Contingency Allocations to Date:	\$	142,620.00
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	659,937.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CDR #11- ASI 15- Food Service Equipment Revisions				\$17,508.00
2.	CDR #14- Dewatering from Dec. 2021 rain events				\$16,864.00
3.	CDR #26- ASI 11- Plumbing changes to Bldg C and Trash Enc.				\$0.00
4.	CDR #31- Revise Solid Surface Color in Men's Restrooms due to discontinued color.				\$2,268.00
5.	CDR #34- Rework and stripe existing west parking to provide additional parking				\$27,831.00
6.	CDR #37r1- New NE temp parking for District use				\$40,980.00
7.	CDR #38.1- Revised game court striping in MPR room				\$581.00
8.	CDR #38.2- Furnish and install additional VCT flooring				\$1,394.00
9.	CDR #39- Disposal of Diesel impacted soil from electrical trench				\$35,194.00
	Totals				\$142,620.00

Total Contractor Contingency Allocation Approval No. 001 \$ 142,620.00

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Consent Agenda

Ratification of Allocations of Project Contingency #2 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. This Request is for the Project Contingency (E&O) Allocation Approval.

Fund activity is as follows:

Project Contingency (E&O) Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling One Hundred Six Thousand Six Hundred Fifty-Eight Dollars and Twenty-Five Cents (\$106,658.25) leaving a fund balance of Seven Hundred Ninety Thousand Seven Hundred Sixteen Dollars and Seventy-Five Cents (\$790,716.75).

FISCAL IMPACT:

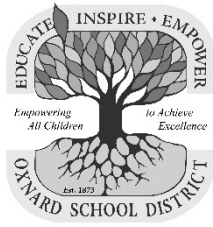
No Fiscal Impact

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation Approval Documents #2 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

Attached: [Contingency Allocation Approval No. 02 \(2 Pages\)](#)



PROJECT CONTINGENCY (E&O) ALLOCATION APPROVAL

Date: 03/1/2023

Project Contingency (E&O) Approval NO. 002

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:

Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

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

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Program Contingency (E&O) Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL PROJECT CONTINGENCY (E&O) SUM	\$	897,375.00
NET CHANGE – ALL PREVIOUS PROJECT CONTINGENCY (E&O) ALLOCATION	\$	0.00
ADJUSTED CONTINGENCY SUM	\$	897,375.00
NET CHANGE _____	\$	0.00

Total Project Contingency (E&O) Allocations to Date:		\$106,658.25
ADJUSTED PROJECT CONTINGENCY (E&O) SUM THROUGH NO. 1:	\$	790,716.75

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CDR #7- Install 4 holes and 13 brace frames at column base plates in Bld C		\$34,646.25		
2.	CDR #13- Furnish and install floor drains for water heaters in Building A and B		\$7,689.00		
3.	CDR #15- Furnish and install 22 pipe penetrations through grade beams with seal-off		\$10,248.00		
4.	CDR #17- Furnish and install floor drains at kinder classrooms 511 and 512		\$1,529.00		
5.	CDR #18- Enlarge Mech Room Closets. Add chase wall at 10 locations for plumbing riser		\$9,852.00		
6.	CDR #19.1- Revise wall framing, Room 1-410		\$1,120.00		
7.	CDR #22- Revise door hardware per RFI 37		\$4,999.00		
8.	CDR #23- Add 4 window shades.		\$2,383.00		
9.	CDR #25- Furnish and install power for all DDC VRF Gateway		\$17,989.00		
10	CDR #27- Revise deking and framing to widen elevator tower		\$11,879.00		
11	CDR #40- Replace gate hinges per architect comments		\$4,324.00		
	Totals		\$106,658.25		

Total Project Contingency (E&O) Allocation Approval No. 002 \$ 106,658.25

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Consent Agenda

Ratification of Allocations of Allowances #3, 4, 5 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying documents show the activity and are listed on the accompanying cover sheet for the Export of Unsuitable Soils Allowance Allocation Approval, Import of Suitable Soils Allowance Allocation Approval, and the Offsite Improvements Allocations Approval.

Fund activity is as follows:

Export of Unsuitable Soils Allowance Allocation Approval: This Allowance was designated for the purpose of covering the export of unsuitable soils. The fund began with a fund balance of One Hundred Thousand Dollars and No Cents (\$100,000.00). There have been allocations totaling One Hundred Thousand Dollars and No Cents (\$100,000.00) leaving a fund balance of Zero Dollars and Zero Cents

(\$0.0).

Import of Suitable Soils Allowance Allocation Approval: This Allowance was designated for the purpose of importing suitable soil to replace the unsuitable soil that was removed from the site. The fund began with a fund balance of One Hundred Thousand Dollars and No Cents (\$100,000.00). There have been allocations totaling One Hundred Thousand Dollars and No Cents (\$100,000.00) leaving a fund balance of Zero Dollars and Zero Cents (\$0.0).

Offsite Allowance Approval: This Allowance is to be used for additional work required by the City of Oxnard to obtain permits to connect to the City utilities. This fund began with One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). There have been Allocations from this fund of Thirty-one Thousand Seven Hundred Forty-Two Dollars and No Cents (\$31,742.00) leaving a fund balance of One Hundred Eighteen Thousand Two Hundred Fifty-Eight Dollars and No Cents (\$118,258.00).

FISCAL IMPACT:

No Fiscal Impact

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Contingency Allocation Approval Documents for #3, 4, and 5 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

- Attached:** [EXPORT OF UNSUITABLE SOILS ALLOWANCE ALLOCATION APPROVAL No. 03 \(2 Pages\)](#)
- [IMPORT OF SUITABLE SOILS ALLOWANCE ALLOCATION APPROVAL No. 04 \(2 Pages\)](#)
- [OFFSITE ALLOWANCE ALLOCATION APPROVAL No. 05 \(2 Pages\)](#)



EXPORT OF UNSUITABLE SOILS ALLOWANCE ALLOCATION APPROVAL

Date: 3/1/2023

Export of Unsuitable Soils Allowance Approval NO. 003

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:
Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

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

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

ORIGINAL ALLOWANCE FOR EXPORT OF UNSUITABLE SOILS PER GMP	\$	100,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	0.00
ADJUSTED CONTINGENCY SUM	\$	100,000.00
NET CHANGE _____	\$	0.00

Total Allocations for Unsuitable Soils Export to Date:	\$	100,000.00
ADJUSTED EXPORT OF UNSUITABLE SOILS BALANCE THROUGH NO.: 001.....	\$	0.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	USRA #1- Removal of dark soil – T&M				\$64,464.75
2.	USRA #2r1- Removal of impacted soil				\$35,535.25
3.					
4.					
5.					
6.					
7.					
	Totals				\$100,000.00

Total Export of Unsuitable Soils Allowance Approval NO. 003..... \$ 100,000.00

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

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____



IMPORT SUITABLE SOILS ALLOWANCE ALLOCATION APPROVAL

Date: 03/1/2023

Import of Suitable Soils Allowance Approval NO. 004

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:
Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

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

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

ORIGINAL ALLOWANCE FOR IMPORT OF SUITABLE SOILS PER GMP	\$	100,000.00
NET CHANGE – ALL PREVIOUS SOILS IMPORT ALLOCATION	\$	0.00
ADJUSTED IMPORT ALLOWANCE SUM	\$	100,000.00
NET CHANGE _____	\$	0.00

Total Allocations for Unsuitable Soils Export to Date:	\$	100,000.00
ADJUSTED IMPORT OF SUITABLE SOILS BALANCE THROUGH NO.: 001.....	\$	0.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	SSAD #1R2- Import of replacement soil due to unsuitable soil removal				\$100,000.00
2.					
3.					
4.					
5.					
6.					
7.					
	Totals				\$100,000.00

Total Import of Suitable Soils Allowance Approval NO. 004..... \$ 100,000.00

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____



OFFSITE IMPROVEMENT ALLOWANCE ALLOCATION APPROVAL

Date: 03/1/2023

Offsite Improvement Allowance Approval NO. 005

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:
Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

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

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

ORIGINAL ALLOWANCE FOR OFFSITE IMPROVEMENTS PER GMP	\$	150,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	0.00
ADJUSTED CONTINGENCY SUM	\$	150,000.00
NET CHANGE _____	\$	0.00

Total Contingency Allocations to Date:	\$	31,742.00
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 005.....	\$	118,258.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	DR #1R1- Relocate sewer per City of Oxnard permit review			\$30,909.00	
2.	DR #2- Professional survey of easement per City of Oxnard plan review			\$833.00	
3.					
4.					
5.					
6.					
7.					
	Totals			\$31,742.00	

Total Offsite Improvement Allowance Approval NO. 005..... \$ 31,742.00

RECOMMENDED FOR APPROVAL:

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 01, 2023

Agenda Section: Section C: Consent Agenda

Approval of the Revised Oxnard School District 2022-2023 District Work Calendars (Torres)

In accordance with California Assembly Bill 1655, the District has updated the 2022-2023 work calendar to include Juneteenth (June 19th) to the list of state holidays that the District observes.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees approve the revised 2022-23 District Work Calendars, as presented.

ADDITIONAL MATERIALS:

Attached: [2022-2023 District Work Calendar UPDATED - conference dates and Juneteenth 03.01.2023 \(one page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 01, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Lin)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 03.01.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 03.01.23 \(2 pgs\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Smith, Karen	Intervention Specialist Provider	2022/2023 School Year
Truax, Linda	Mental Health Coordinator	2022/2023 School Year
Esquivias, Jocelyn	Substitute Teacher	2022/2023 School Year
Gamboa, Charlie	Substitute Teacher	2022/2023 School Year
Morehead, Alyssa	Substitute Teacher	2022/2023 School Year
Ortega, Ishmael	Substitute Teacher	2022/2023 School Year
Ramirez, Ramona	Substitute Teacher	2022/2023 School Year
Rieckewald-Schmidt, Heather	Substitute Teacher	2022/2023 School Year

Resignation

Willis, Jennifer	ELA Teacher	January 27, 2023
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Retirement

Pandolfi, Yolanda	Teacher	June 30, 2023
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CLASSIFIED PERSONNEL ACTIONS

New Hires

Espinoza, Gabriela	Campus Assistant, Position #3043 Sierra Linda 4 hrs./180 days	02/06/2023
Galindo, Rey F.	Grounds Maintenance Worker, Position #381 Grounds 8.0 hrs./246 days	02/07/2023
Guerrero, Gabriella R.	Accounting Specialist IV, Position #11399 Budget & Finance 8.0 hrs./246 days	02/14/2023
Martinez Hernandez, Miriam R.	Child Nutrition Worker, Position #6409 Itinerant-McKinna 5.0 hrs./185 days	02/06/2023
Ramirez Jr, Randolph P.	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	02/21/2023
Reyes, Samantha	Paraeducator-Special Education, Position #9209 Sierra Linda 5.75 hrs./183 days	02/27/2023

Limited Term/Substitute

Alcaraz, Leah	Paraeducator (substitute)	01/30/2023
Andrew, Anico	Campus Assistant (substitute)	01/30/2023
Ayala, Daniel	Campus Assistant (substitute)	02/02/2023
Baca, Julianna	Paraeducator (substitute)	01/23/2023
Barajas Govea, Fabi	Campus Assistant (substitute)	02/01/2023
Dean, Laura	Clerical (substitute)	01/13/2023
Gonzalez-Vargas, Yanai	Child Nutrition Worker (substitute)	01/26/2023
Heron, Hollyn	Campus Assistant (substitute)	02/02/2023
Huante, Erika	Clerical (substitute)	01/23/2023
Lopez, Oscar	Child Nutrition Worker (substitute)	01/30/2023
Ocampo, Angel	Campus Assistant (substitute)	02/02/2023
Pacheco Mendez, Miriam	Campus Assistant (substitute)	02/01/2023
Rico, Raquel	Campus Assistant (substitute)	02/02/2023
Saine Roberts, Ronda	Clerical (substitute)	01/23/2023
Tafoya, Cassandra	Campus Assistant (substitute)	02/02/2023
Tanaka, Melissa	Clerical (substitute)	01/23/2023
Tapia, Natalie	Paraeducator (substitute)	02/01/2023

Re-employment

Marron, Cesar	Custodian, Position #533 Chavez 8.0 hrs./246 days	02/27/2023
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Promotion

Fitz, Daniel	Grounds Maintenance Worker I, Position #10403 Grounds 8.0hrs./246 days Custodian, Position #10473 Custodial Services 8.0 hrs./246 days	02/21/2023
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Transfers

Ochoa, Maria J.	Child Nutrition Worker, Position #1615 Itinerant-Sierra Linda 5.5 hrs./185 days Child Nutrition Worker, Position #2220 Itinerant-Driffill 5.5 hrs./185 days	02/21/2023
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Voluntary Demotion

Regalado, Juan M.	Custodian, Position #11364 Maintenance 8.0 hrs./246 days HVAC Technician, Position #2628 Maintenance 8.0 hrs./246 days	02/07/2023
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Termination

4957	Child Nutrition Worker, Position #202 Rose Avenue School 5.5 hrs./185 days	02/14/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-214 – Percussive Storytelling (DeGenna/Shea)

Percussive Storytelling will provide workshops where students craft original stories, set them to music, and perform the stories for fellow classmates.

Term of Agreement: March 2, 2023 through June 16, 2023

FISCAL IMPACT:

Not to exceed \$18,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-214 with Percussive Storytelling.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-214 - Percussive Storytelling \(13 Pages\)](#)
[Proposal \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #22-214

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of March 2023 by and between the Oxnard School District (“District”) and Percussive Storytelling (“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 **March 2, 2023 through June 16, 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 Eighteen Thousand Dollars (\$18,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

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

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules 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. 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.

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Percussive Storytelling
2959 Cottonwood Court
Newbury Park, ca 91320
Attention: Dr. Cory Hills
Phone/Fax: (773) 332-7576

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

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

26. **Administration.** DR. GINGER SHEA shall be in charge of administering this Agreement on behalf of the District. The Administrator 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

PERCUSSIVE STORYTELLING:

Signature

Signature

Valerie Mitchell, Asst. Supt., Business & Fiscal Services
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-210

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-214

SERVICES

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

PER ATTACHED PROPSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-210

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-214

COMPENSATION

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

Total Compensation Not to Exceed \$18,000.00

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 \$18,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-210

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-214

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 #22-210

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-210

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-214

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, **Percussive Storytelling**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Valerie Mitchell
Asst. Supt., Business & Fiscal Services

Percussive Storytelling Proposal for Oxnard School District

Submitted by Dr. Cory Hills, D.M.A.

The Business: Percussive Storytelling

What are the basics?

- 5-week residency at four school sites.
- Each school site will be broken down into four grade groups. While differing at each site, the approximate breakdown would be K-1, 2, 3, 4-5.
- The four groups would meet for approximately 40 minutes a week.

What do you pay?

- \$16,000 – \$200/session (80 sessions)
- \$500 – Materials fee (instruments, paper, other supplies)
- \$524 – Mileage (approximately 800 miles driven at \$0.655 per mile)
- *Insurance – TBD, but estimate around \$500*
- Total – \$17,024 plus insurance

What do you get?

The Art: Frankie the Otter

A program based on friendship, inclusivity, and the power of community.

This program is sponsored in part by the Gretsch Residency in Children's Music at the Fred Rogers Institute.

Frankie the Otter contains four main stories and supplemental games and activities. Each of the stories have multiple themes that are all related to the overall concept and scope of the program. The stories and main themes are:

Cory from Cali

- Individuality
- Self-Respect
- Self-Confidence

Peacock and Quetzal

- Leadership
- Community
- Empathy

Down by the Bay

- Play
- Problem-Solving
- Imagination
- Critical Listening

Stuie the Tui

- Friendship
- Curiosity
- Active Listening

What will we do?

My time with each class would be broken down into three parts. The first would be playing a percussive story, such as *Cory from Cali*.

<https://vimeo.com/753362310>

The second would be discussing the themes and doing a short activity centered on those themes, such as the Imitation Sound Challenge.

<https://vimeo.com/753697734/904d0ae799>

The third would be to actively create our own stories, in our own voice. Over the course of our time together, students will create interdisciplinary arts projects that fuse elements of creative writing (ELA) with music performance and composition, as well as additional SEL components. This residency, and its parts (performing, creating, listening/responding, and interacting/connecting), touch on each of the California standards for music.

What will we create?

Percussive stories! We will write and discuss many stories during our time together, as well as develop class stories; written by students, composed by students, and performed by students (with a little help from me!). In the residency, we operate without hierarchy; meaning, I am not the boss. Instead, we all have equal voices when creating stories and composing music. I have found that this egalitarian approach helps students relax so they can focus more clearly on the intended artistic and educational concepts.

Speaking of the sounds, I will provide all percussion instruments, which includes dozens of instruments, drums, mallets, and more. The materials fee helps offset the cost of purchasing certain instruments, mallets, paper, pencils, and other intangible items. It should be noted that these residencies can be quite loud. Please let me know if there are any students with noise sensitivities.

Artist Bio - Cory Hills

Multi-percussionist, composer, and Grammy award-winning artist Cory Hills thrives on breaking down musical barriers through creative, interdisciplinary projects. He has received degrees from Northwestern University, Queensland Conservatorium, and the University of Kansas, and was awarded a research fellowship to Institute Fabrica. Currently, Hills is an active performer, composer, and recording artist in Los Angeles, as well as a member of the Los Angeles Percussion Quartet.

An advocate of new music, Hills has individually commissioned and premiered over 150 new works for percussion. He has given solo and chamber recitals across Europe, Australia, New Zealand, The United States, Mexico, and China. An advocate for percussion as an artistic discipline, Hills has been the artist-in-residence at Rocky Mountain National Park, a fellow at the OMI international artist's colony, artist-in-residence with Eighth Blackbird, and the inaugural resident for social practice fellowship through the National Endowment of the Arts and the state of Colorado.

Hills is the creator of Percussive Storytelling, a national award-winning arts program that brings classical music and storytelling to children in low-income communities. The program recently marked its 800th performance, and has reached more than 200,000 children in ten countries. Hills has released two award-winning albums (*The Lost Bicycle*, *Drum Factory*), and three children's books (*The Lost Bicycle*, *Beatrice and the POGs*, *Beatrice and the Search for the Orb*). Through Percussive Storytelling, Hills was named as the inaugural Gretsch Fellow in Children's Music at the Fred Rogers Center for 2021-2022, as well as a recipient of a 2022 Individual Artist Fellowship through the California Arts Commission.

For more information, please visit www.splatboombang.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-216 – The Music Center (DeGenna/Shea)

The Music Center will provide Friday performances/assemblies to each of the 20 schools during after school time for a total of 200 performances. Artists in music, dance, theatre and storytelling will serve as models of artistic excellence, inspiring creative thinking and introducing young audiences to the world's diverse cultural traditions. Artists will represent and celebrate the finest artistic contribution of the world's cultures—from the colorful regional dances of Mexico to the exquisite music of China, from the pulsating rhythms of Brazil to the golden harmonies of 20th century America.

The school assemblies will complement and enhance what students are learning in the classroom through meaningful curriculum connections and universal themes that carry across cultures, styles and content areas.

Term of Agreement: March 2, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$500,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-216 with The Music Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-216 The Music Center \(1 Page\)](#)

[Certificate of Insurance \(6 Pages\)](#)

[Schedule and Topics \(1 Page\)](#)

OSD AGREEMENT/ MOU #22-216

**Memorandum of Understanding and Responsibility
Between Oxnard School District and
Music Center**

The scope of this document is to define the roles and responsibilities of Music Center, Monk Turner (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Assemblies/Shows

1. Consultant will provide various assemblies at schools in Oxnard School District (See attached list).
2. Consultant will provide assemblies for the after school program on Fridays.
 - i. Up to 20 assemblies planned for each Friday for a total of 200 assemblies
 - ii. Any additional assemblies can be added during the term of this agreement by mutual agreement in writing by both parties.
3. Consultant will have performers/staff sign into the school office as a visitor and check in with the after school coordinator.

B. Fees

1. Total cost of this agreement may not exceed \$500,000
 - a. The cost of each assembly will not exceed \$2,500.
 - b. Consultant is responsible for all materials and supplies.
 - c. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2023.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District agrees to:

- A. Provide performance space for the program.
- B. Pay Music Center as outlined above.

Music Center's Monk Turner will monitor this agreement to oversee implementation of assembly scheduling and delivery in coordination with the director of enrichment and special programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and board approval. The agreement will be in effect from board approval through June 30, 2023.

Agreed and Signed for the Oxnard School District

Monk Turner, Music Center

Date

Valerie Mitchell, Asst. Supt., Business & Fiscal Services

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

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

PRODUCER The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367		CONTACT NAME: Jacqueline Munoz PHONE (A/C, No, Ext): (888) 918-3960 E-MAIL ADDRESS: jmunoz@libertycompany.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federal Insurance Company	NAIC # 20281
		INSURER B: Markel American Ins Co	28932
		INSURER C: Pacific Indemnity Company	20346
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Performing Arts Center of Los Angeles County 135 N. Grand Ave Los Angeles CA 90012			

COVERAGES

CERTIFICATE NUMBER: 22-23 GLAWU+A&M

REVISION NUMBER:

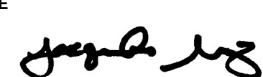
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7956-77-11	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		9950-70-42	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		MKLM5EUL100320	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7956-77-14	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Abuse or Molestation			7956-77-11	10/01/2022	10/01/2023	Limit:	\$2,000,000
							Deductible:	\$25,000

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

Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are included as Additional Insureds on General Liability per 80-02-2367 (Ed.5-07), (Liability Insurance Endorsement) and Auto Liability per 16-02-0292 (Rev. 11-16), (Commercial Automobile Broad Form Endorsement), subject to policy terms and conditions. General Liability is Primary and non-contributory per 80-02-2367 (Ed.5-07), (Liability Insurance Endorsement) and Auto Liability, subject to policy terms and conditions. Umbrella Liability is follow form.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 S A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Endorsement

<i>Policy Period</i>	October1,2022toOctober1,2023
<i>Effective Date</i>	October1,2022
<i>Policy Number</i>	7956-77-11
<i>Insured</i>	PERFORMING ARTS CENTER OF LOS ANGELES COUNTY
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	October1,2022

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

**PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO
A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE
AS IS AFFORDED BY THIS POLICY.**

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

Example - Model Schedule for Music Center Friday Assemblies

School	3/17/23	3/24/23	4/14/23	4/21/23	4/28/23	5/5/23	5/12/23	5/19/23	5/26/23	6/2/23		Grade Level
1 Brekke	A1	A10	A9	A8	A7	A6	A5	A4	A3	A2		K-5
2 Chavez	A2	A1	A10	A9	A8	A7	A6	A5	A4	A3		K-8
3 Curren	A3	A2	A1	A10	A9	A8	A7	A6	A5	A4		K-8
4 Driffill	A4	A3	A2	A1	A10	A9	A8	A7	A6	A5		K-8
5 Elm	A5	A4	A3	A2	A1	A10	A9	A8	A7	A6		K-5
6 Frank	A6	A5	A4	A3	A2	A1	A10	A9	A8	A7		6-8
7 Fremont	A7	A6	A5	A4	A3	A2	A1	A10	A9	A8		6-8
8 Harrington	A8	A7	A6	A5	A4	A3	A2	A1	A10	A9		K-5
9 Kamala	A9	A8	A7	A6	A5	A4	A3	A2	A1	A10		K-8
10 Lemonwood	A10	A9	A8	A7	A6	A5	A4	A3	A2	A1		K-8
11 Lopez	B1	B10	B9	B8	B7	B6	B5	B4	B3	B2		6-8
12 Marina W.	B2	B1	B10	B9	B8	B7	B6	B5	B4	B3		K-5
13 Marshall	B3	B2	B1	B10	B9	B8	B7	B6	B5	B4		K-8
14 McAuliffe	B4	B3	B2	B1	B10	B9	B8	B7	B6	B5		K-5
15 McKinna	B5	B4	B3	B2	B1	B10	B9	B8	B7	B6		K-5
16 Ramona	B6	B5	B4	B3	B2	B1	B10	B9	B8	B7		K-5
17 Ritchen	B7	B6	B5	B4	B3	B2	B1	B10	B9	B8		K-5
18 Rose Ave.	B8	B7	B6	B5	B4	B3	B2	B1	B10	B9		K-5
19 Sierra L.	B9	B8	B7	B6	B5	B4	B3	B2	B1	B10		K-5
20 Soria	B10	B9	B8	B7	B6	B5	B4	B3	B2	B1		K-8

Assembly Topics

- A1 – A touch of Classical
- A2 – Boxtales Theatre Company (g2 and up)
- A3 – Breadcrumbs Along the Trail
- A4 – Craig Woodson World Orchestra – Master Storytelling
- A5 – Dancing Storytellers: Indian Mythology
- A6 – David Prather’s Poetry Jam (students brought on stage)
- A7 – INCA, the Peruvian Ensemble – Regions of Peru Music and Dance
- A8 – Jazz it Up! – fun and engaging
- A9 – Korean Classical Music and Dance Company
- A10 – Letters to Harriet Tubman – Theatrical Musical about the Underground Railroad
- B1 – TAIKOPROJECT – Music Choreography, drumming and Japanese culture
- B2 – The Alley Cats – Doo-wop comedy
- B3 – The Chameleons Mime Theatre – Intro to Mime Theatre
- B4 – World Adventures with My Harp – Cuban to US immigration storytelling with Harp

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-217 – Island Packers (DeGenna/Anderson-Witherspoon)

Island Packers will provide our RSP 6th, 7th, and 8th grade students at Marshall, an educational experience that connects with their Marine Science Curriculum.

Fieldtrip Dates: 3/03/2023 and 3/15/2023

FISCAL IMPACT:

Not to Exceed: 4,000.00- Supplemental Concentration & Title 1 Funding

RECOMMENDATION:

It is the recommendation of the Principal at Marshall, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-217 with Island Packers.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-217 Island Packers \(2 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)



Account # 476482

Education Floating Classroom Service Agreement

Booking # R1111570

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Channel Island Harbor - 3550 Harbor Blvd. - Oxnard - CA (No Mail)**

Departure Date: **Friday, March 03, 2023**

Vessel: Vanguard

Departure Time: **9:30 AM**

Check In Time: **8:45 AM**

Depart Island: N/A

Return to Dock: **1:00 PM**

Education Destination **Winter Whale Watching**

Comments:

Arriving by bus? Yes

Latest date/time for bus cancellation:

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes N/A

Last Name Olivares

First Name Rury

School Thurgood Marshall Middle School

Grade 6-8

Street Address 2900 Thurgood Marshall Drive

City Oxnard

St. CA

Zip Code 93036-

Phone (805) 385-1557 x

Cell (805) 253-9912

Fax

Email r2olivares@oxnardsd.org

FINANCIAL INFORMATION:

Number of Seats Reserved **68** Cost Per Person (Student/Teacher/Chaperone) **\$27.00** Total **\$1,836.00**

A Deposit of **\$367.00** Has Been Waived **02/01/23** Balance Due By **2/17/23**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within 21 days of receipt of this document. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **2/17/2023**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573

For reservation information or changes: email: groupcharters@islandpackers.com

For education program questions: email: education@islandpackers.com

Operator R11

Date 2/1/2023

Sent By

S/A Mailed 2/7/23



Account # 254905

Education Floating Classroom Service Agreement

Booking # R1111537

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Channel Island Harbor - 3550 Harbor Blvd. - Oxnard - CA (No Mail)**

Departure Date: **Wednesday, March 15, 2023**

Vessel: **Island Explorer**

Departure Time: **9:30 AM**

Check In Time: **8:45 AM**

Depart Island: **N/A**

Return to Dock: **1:00 PM**

Education Destination **Winter Whale Watching**

Comments:

Arriving by bus? **Yes**

Latest date/time for bus cancellation:

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes **N/A**

Last Name **Culver**

First Name **Randi**

School **Thurgood Marshall School**

Grade **7th 8th**

Street Address **2900 Thurgood Marshall Drive**

City **Oxnard**

St. **CA**

Zip Code **93036-**

Phone **(805) 385-1557 x**

Cell **(805) 218-6961**

Fax

Email **rculver@oxnardsd.org**

FINANCIAL INFORMATION:

Number of Seats Reserved **80** Cost Per Person (Student/Teacher/Chaperone) **\$27.00** Total **\$2,160.00**

A Deposit of **\$432.00** Is Due By **02/17/23** Balance Due By **3/1/23**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within 21 days of receipt of this document. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **3/1/2023**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573

For **reservation** information or changes: email: groupcharters@islandpackers.com

For **education program** questions: email: education@islandpackers.com

Operator **R11**

Date **1/17/2023**

Sent By

S/A Mailed **2/9/23**



ISLAPAC-01

PAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2022

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0K64155 Brashears Douglas 3020 De La Vina Street Santa Barbara, CA 93105
CONTACT NAME: PHONE (A/C, No, Ext): (805) 564-7645 FAX (A/C, No): (805) 564-7666 E-MAIL ADDRESS: pam@brashearsinsurance.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : US Specialty Insurance Company 29599
INSURER B : Endurance Risk Solutions Assurance Co 43630
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (A), Automobile Liability, Umbrella/Excess Liability, Workers Compensation, and Protection & Indemnity (B).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Vessels: Island Explorer #1245277, Island Adventure #1143443, Islander #1108768 and Vanguard #968507

CERTIFICATE HOLDER CANCELLATION
CERTIFICATE OF INSURANCE IS FOR USE OF INSURED TO VERIFY INSURANCE COVERAGE ONLY
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE [Signature]



ADDITIONAL REMARKS SCHEDULE

AGENCY Brashears Douglas		License # 0K64155	NAMED INSURED The Island Packers Corporation 1691 Spinnaker Dr. Unit 105B Ventura, CA 93001
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Addendum A
2022-23-MGL SUBSCRIPTION POLICY #BRASH00134

INSURED: The Island Packers Corporation, Operators, and Superboats, Inc., Owner of Island Explorer, Island Adventure and Islander and Boat Vanguard, LLC, Owner of Vanguard, for their respective rights and interests

VESSEL: ISLAND EXPLORER #1245277, ISLAND ADVENTURE #1143443, ISLANDER #1108768 AND VANGUARD #968507

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

IT IS FURTHER AGREED THAT SHOULD NO COVERAGE APPLY HEREIN FOR THE NAMED INSURED, NEITHER COVERAGE NOR DEFENSE SHALL BE AFFORDED TO THE ABOVE-IDENTIFIED ADDITIONAL INSURED.

MOREOVER, IT IS UNDERSTOOD AND AGREED THAT BY NAMING THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED THIS POLICY DOES NOT ASSUME ANY OBLIGATION WHATSOEVER THAT THE ADDITIONAL INSURED MAY INCUR TO IT'S EMPLOYEES INCLUDING BUT NOT LIMITED TO WORKER'S COMPENSATION, STATE DISBILITY, SICK PAY, OR ANY OTHER EMPLOYER OBLIGATIONS.

THIS ENDORSEMENT IS NOT INTENDED TO LIMIT THE NAME INSURED'S LIABILITY TO ITS PASSENGERS.



DATE: March 21, 2022
TO: VCSSFA Board of Directors
FROM: Elizabeth Atilano-Melvin, Executive Director
RE: Certificate of Insurance and Additional Insured Endorsement
from Island Packers

Please be advised that on behalf of all VCSSFA covered local educational agencies (LEAs), the VCSSFA has on file a current Certificate of Insurance and Additional Insured Endorsement from Island Packers for the following vessels:

- ✧ Vanguard
- ✧ Islander
- ✧ Island Adventure
- ✧ Island Explorer

This Certificate of Insurance and Additional Insured Endorsement is valid through March 30, 2023.

If your LEA will be using their services, you will not need to obtain a Certificate of Insurance and Additional Insured Endorsement; however, we advise following the Best Practices for Field Trips Involving Watercraft, which can be found on our website at <https://www.vcssfa.org/Risk-Management/Best-Practices/Student-Activities>

This is for your information and use. Enclosed you will find a copy of the Certificate of Insurance and Additional Insured Endorsement. They are also available on our website at <https://www.vcssfa.org/Risk-Management/Certificates-of-Insurance>

EA/jb

Copy: VCSSFA Board Alternates
Risk Management Committee
VCSSFA Charter Schools
Group Charters – Island Packers

OSD BOARD AGENDA ITEM

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

Date of Meeting: March 01, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-218 – Woodman Ink (Aguilera-Fort)

Woodman Ink will provide office staff and ORC's with professional development in communicating to enhance parent engagement. They will develop monthly newsletters to highlight the different aspects of work in the district. They will assist the district with communicating the Oxnard Empowers Strategic Plan and related actions to the larger community, as well as the migration to Parent Square.

Term of Agreement: March 2, 2023 through June 30, 2023

FISCAL IMPACT:

Not to Exceed: \$11,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-218 with Woodman Ink, as presented.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-218, Woodman Ink \(13 Pages\)](#)
[Proposal \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-218

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of March 2023 by and between the Oxnard School District (“District”) and Woodman Ink (“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 **March 2, 2023** through **June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eleven Thousand (\$11,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- d. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- e. 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
- f. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

5. **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.

6. **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.

7. **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.

Both parties recognize that strategic planning work and services to be provided by the Consultant will build on the Consultant's previously created and owned work, and the District will make no claims on the Consultant's foundational work. Furthermore, the Consultant maintains rights to all intellectual property that is the result of her creativity, design, or artistry.

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 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)

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. 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.

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. Karling Aguilera-Fort
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: Woodman Ink
2715 Barclay Way
Belmont, California, 94002
Attn: Amy Woodman
Phone: (415) 350.4007
Email: aj.woodman@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.

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. KARLING AGUILERA-FORT 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.
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:

WOODMAN INK:

Signature

Signature

Valerie Mitchell, Asst. Supt., Business and Fiscal Services
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-218

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-218

SERVICES

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

PER ATTACHED PROPOSAL DATED 2/22/2023

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

PER ATTACHED PROPOSAL DATED 2/22/2023

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. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #22-218

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-218

COMPENSATION

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

TOTAL NOT TO EXCEED \$11,000.00 PER ATTACHED PROPOSAL

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 \$11,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-218

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-218

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-218

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-218

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, **WOODMAN INK**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Valerie Mitchell
Asst. Supt., Business and Fiscal Services

Oxnard School District

Proposed Communication Services - February 2023



Newsletter / Press Release / ParentSquare Focus

by contractor: **woodman ink** / Belmont / CA 94002

OVERVIEW

In an effort to improve communication with a variety of stakeholder groups, Oxnard School District (OSD) is interested in development of 1) a monthly one-sheet newsletter (highlighting district and site-wide positive announcements / news); 2) development of a press release on the newly approved strategic plan & logo; and 3) create a training / transition plan for migration and adoption of a new school communication portal: ParentSquare.

GOALS

1. Develop a districtwide (monthly) newsletter -- with input from the district's communication team and site-based administrators -- that highlights the positive work, announcements and news from around the district; examples: OSD Creates, wellness grants, safety initiatives, etc.
2. Draft a press release to communicate the goal of the newly approved Strategic Plan and the new district logo.
3. Support the district in implementing a new communication platform (ParentSquare) to connect parents, students and staff. This would include proposed training materials, copy points and a style guide.

POTENTIAL SCOPE OF WORK

Based on an initial discussion of the district's immediate needs, the following projects and estimated hours have been tentatively identified. After the initial project has commenced, Oxnard School District may want to add other projects or adjust the priorities based on the feedback received.

- **“OSD One Stop” (1-pg) Electronic Newsletter**
 - Calendar: Develop a calendar of topics for the remainder of the 2023 school year (March -- June) that provides a roadmap of topics to be covered in the one sheet

electronic newsletter. Work with the district to include OSD updates, awards, accolades and grants, as well as timely events and activities on a site-base level.

Up to 10 hours/\$1,000

- Electronic Newsletter Development: Start the newsletter campaign (and distribution) with the announcement of the Strategic Plan and the new logo adoption.
- Monthly Electronic Newsletter, 1-sheet (copy / design)

Up to 5 hours/\$500 (per month)*

**Months remaining for '23 school year = 4 mos x \$500 = \$2,000*

- **Strategic Plan / New Logo Press Release**

- Work with the district Communication team to create a press release to announce the new strategic plan and logo unveiling. Work with OSD to distribute the release to local media, stakeholders, staff and parents -- via the online newsletter.

Up to 20 hours/\$2,000

- **ParentSquare (Transition & Training)**

- Assist in the launch (June 2023) and implementation of a district-wide (safe and secure) platform for school-to-home communications (ParentSquare) -- creating a vibrant school community. Provide support as needed with the communication platform rollout, including:

- Teacher Trainings
- Parent FAQs
- Videos on Top 5 "How Tos"

(Up to 12 hours/\$1,200 (per month)*

March -- June 2023

4 mos x \$1,200 = \$4,800

STAFFING

The Oxnard School District Communications Contract will be handled by Amy Woodman, a PR professional with over 20 years of experience in the fields of education, public health and technology. After founding woodman ink in 2010, Amy has worked with the Escalon Unified School District (EUSD), Marshall B. Ketchum University and helped to launch the Uemergency app -- a phone app to connect college students with their guardians in times of emergencies.

Amy will be supported by Trinette Marquis who regularly leads workshops for school public relations professionals and educators on communications, marketing, and strategic planning. She is accredited through the Public Relations Society of America and a past president of the California School Public Relations Association.

PRICING

The PR staffing hourly rate is \$100. The amounts provided in this proposal are estimated ranges (for the balance of the '23 school year, March -- June 2023) and **total \$9,800**. If the work requires less time than expected, Oxnard School District will only be charged for the necessary hours. If the project needs more hours than expected, Oxnard School District will be consulted for their preference to change the scope of the work or to add additional hours. Monthly invoices will be submitted for review and payment.

Oxnard School District

Contact Name: Dr. Karling Aguilera-Fort
Contact Title: OSD Superintendent
Address: 1051 S A St, Oxnard, CA 93030

Communications Contractor

Contact Name: Amy Woodman
Contact Title: Owner
Address: 2715 Barclay Way, Belmont, CA 94002

Signature

Date

Signature

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P23-03670 – SBS Corporation (Mitchell/Miller)

SBS Corporation will remove and replace concrete walkway sections at the front exterior of R.J. Frank Academy to correct several existing tripping hazards caused by root damage from several mature California Sycamore Trees. Tree removal is also planned in coordination with this work.

It is requested that the Board of Trustees approve Field Contract #FC-P23-03670 with SBS Corporation, in the amount of \$54,000.00.

FISCAL IMPACT:

\$54,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-03670 with SBS Corporation, in the amount of \$54,000.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P23-03670, SBS Corporation \(2 Pages\)](#)
[Proposal \(2 Pages\)](#)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:
FC-P23-03670

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 3/1/2023, between **SBS Corporation** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifty-Four Thousand Dollars (\$54,000.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 2/7/2023.**

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start March 9, 2023 and end April 5, 2023****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading **“General Conditions”**.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF**, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- | | | |
|----------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Scope of Work | <input checked="" type="checkbox"/> Subcontractor List | <input checked="" type="checkbox"/> Performance/Payment Bonds |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Certificates/Liability Insurance | <input checked="" type="checkbox"/> Purchase Order No. <u>P23-03670</u> |
| <input type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance | <input checked="" type="checkbox"/> Proposal dated <u>2/7/2023</u> |
| <input type="checkbox"/> Supplemental Conditions | | <input checked="" type="checkbox"/> Other <u>PWC-100 DIR Registration</u> |

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Marcos Lopez, Sr. Mgr., Maintenance & Operations</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>



SBS Corporation
General Contractors

January 7, 2023

Lisa Franz
Oxnard School District
1051 South A Street
Oxnard CA 93030

Sent via email: lfranz@oxnardsd.org

Ref: R.J. Frank Middle School
701 N. Juanita Ave, Oxnard CA

Dear Ms. Franz

The following represents our Proposal for work requested at the above referenced location. We hereby propose to furnish the materials and perform the labor necessary for the completion of work as specified per project site inspection, scope and specifications.

SCOPE OF WORK

Provide and install all labor and material for the Removal and replacement of approximately 2,034 of concrete flatwork. Work to include but not limited to as follows.

- Saw cut existing, demolish and haul away, including spoils.
- Compaction of native soil.
- Roots to be removed 8" from top of subgrade up to 2" diameter roots.
- Set up and pour new concrete.
- Daily cleanup as needed.

Exclusions: Deputy Inspection, testing of soil.

All material and equipment is guaranteed to be as specified. All employees performing work at the job site are to be paid not less than the prevailing wage in accordance with the provisions of the California Labor Code The above work is to be performed in accordance with the drawings and/or specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **(\$54,000.00)**. Terms and conditions: To be determined subject to contract.

Respectfully submitted David Alatorre

Terms and Conditions

All necessary precautions will be taken during our work engagement to ensure the safety of tenants and pedestrians in the work area.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Work is anticipated to take approximately **10 days** for completion from commencement date, of which the Contractor shall notify the Owner of such start date, or as mutually agreed between Owner and Contractor.

The aforementioned cost is based on SBS Corporation performing this work in its entirety. Cost will be subject to change should any portion be authorized in part. The price quoted is valid for **(30)** days and is subject to a final walk-through.

Permits may be required by the City. Actual permit fees, labor to obtain permits and/or dumpster fees, if any, necessary to perform this work are not included within this proposal unless stated above and will be additional at cost.

Contractor shall have the right to stop work and keep the job idle if payments are not made to him when due.

Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish.

Neither Owner or Contractor shall be penalized for extended delays caused by acts of God, acts of public enemy, riot or civil commotion, stormy or inclement weather, acts of government bodies or their agents, including delays in obtaining inspections, inability to secure specified materials through regular, recognized channels and other matters beyond the control of Contractor and which cannot be reasonably overcome.

Contractor shall not be held responsible for damage caused by the Owner or Owner's agent or Owner's employees, acts of god, soil slippage, earthquake, fire riot or civil commotion or acts of public enemy.

Any changes, alterations or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

In the event of cancellation of this agreement by the owner prior to commencement, the Contractor is to receive compensation from the Owner for all expenses incurred to that date plus 5% of the contract price as liquidated damages and not as a penalty.

Owner agrees to remove or notify his tenants to remove and/or protect any personal property, inside and out. Contractor shall not be held responsible for damage to said items.

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

In the event either party institutes legal proceedings in connection with this Agreement, the prevailing party shall receive from the other all costs and expenses, including reasonable attorney's fees, incurred in connection with such proceedings. Any controversy or claim arising out of or related to this contract or the breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or claims relating to the aesthetic. Such controversies or claims upon which the parties have given notice shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when forty-five (45) days have past after a claim has been referred to the contractor and/or to the Owner of which no decision has been rendered.

Signature _____

Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P23-03741 – Fence Factory (Mitchell/Miller)

Fence Factory will remove and replace fencing at Marshall School that runs along Gonzales Rd. The fence is at the south end of the playfield. The fence is severely damaged and poses a safety concern due to sharp edges and broken welds. Temporary fencing is secluding the damage from students at this time.

It is requested that the Board of Trustees approve Field Contract #FC-P23-03741 with Fence Factory, in the amount of \$37,228.00.

FISCAL IMPACT:

\$37,228.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-03741 with Fence Factory, in the amount of \$37,228.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P23-03741, Fence Factory \(2 Pages\)](#)
[Proposal \(1 Page\)](#)

MUST BE TYPEWRITTEN
OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:
FC-P23-03741

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 3/1/2023, between **Fence Factory** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Thirty-Seven Thousand, Two Hundred and Twenty-Eight Dollars (\$37,228.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 2/7/2023.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start March 27, 2023 and end April 5, 2023****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> X </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> X </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P23-03741</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>2/7/2023</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Marcos Lopez, Sr. Mgr., Maintenance & Operations</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>



WEB ADDRESS:
WWW.FENCEFACTORY.COM

PROPOSAL & CONTRACT

Contractors License No. 275524
Work Order No. :

MATERIAL SALES AND CONTRACTING BRANCHES
1-800-61 FENCE THROUGHOUT THE TRI-COUNTIES

Date: 2/7/2023

AGOURA DIVISION
29414 Roadside Dr.
Agoura, CA 91301
Ph. (818) 889-2240
Fax (805) 497-3479

GOLETA DIVISION
60 S. Kellogg
Goleta, CA 93117
Ph. (805)965-2817
Fax (805) 967-6328

RENTALS DIVISION
1441 Callens Rd.
Ventura, CA 93003
Ph. (805) 644-4617
Fax (805) 644-0309

X) VENTURA DIVISION
1606 Los Angeles Ave.
Saticoy, CA 93004
Ph. (805) 485-8831
Fax (805) 642-1374

SANTA MARIA DIVISION
2709 Santa Maria Way
Santa Maria, CA 93455
Ph. (805) 928-5848
Fax (805) 922-4826

ATASCADERO DIVISION
2650 El Camino Real
Atascadero, CA 93422
Ph. (805) 462-1362
Fax (805) 462-1367

Proposal Submitted: Oxnard School District
C/O JC Reyes
Address: 1051 S. A St.
City: Oxnard **CA** **Zip Code:** 93030 **Phone:** 805-290-7519
Job Name: Thurgood Marshall **Job Location:** 2900 Thurgood Marshall **Job Phone:**
Fax: jcreyes@oxnardsd.org

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

(682' of 6' Heavy Regal style Fencing)

Remove and haul away the existing fence, cut the posts off at ground level.
Furnish and install 682 linear feet 6' high pre galvanized Powder coated black Heavy Regal style fencing. The Posts are 2" square 14 gauge steele cored into the CMU wall 8' apart max. Panels are 1-1/2" square 14 gauge top and bottom rails with 3/4" square pickets 4" on center. The Panels are welded to the posts.

(The cores are to be Approx. 4" wide x 10" deep)
(This is a prevailing wage estimate DIR#100000.3937)

\$37,228.00

*****EXCLUSIONS*****

PERMIT, PERMIT FEES, CLEARING, GRUBBING, GRADING, STAKING, REMOVAL OF SPOILES, AND NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES.

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars ,as follows

3. Work will begin on approximately: _____

4. Work will be completed on approximately: _____

B.Farris

5. This proposal is void if not accepted within: 30 DAYS

50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: VENTURA , CALIFORNIA BY: Oxnard School District
COMPANY OR OWNER

DATED _____ Valerie Mitchell

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. BOX 26000 Sacramento, CA 95826.

PRINT NAME
Asst. Supt., Business & Fiscal Services

PRINT TITLE

SIGNATURE _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order #1 for Informal Bid #21-INF-01 and Agreement #21-166 for Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill (Mitchell/Miller)

Change Order#1 for Bid #21-INF-01, Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill. Changes needed in order to complete the project.

Dates of Service: December 20, 2021 through December 28, 2022

FISCAL IMPACT:

Not to exceed: \$20,305.70 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to Bid #21-INF-01, Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 1, Bid-21-INF-01 Ardalan Construction \(2 Pages\)](#)
[Change Order Proposal No. 1, Bid-21-INF-01 CO.1 \(34 Pages\)](#)
[Agreement #21-66 \(2 Pages\)](#)



CHANGE ORDER

Date: 3/01/2023

CHANGE ORDER NO. 001

PROJECT: Site Work & Installation of New Walk-in Cooler/Freezer Combo at Curren and new walk-in freezer at Driffill

O.S.D. BID No. 21-INF-01
O.S.D. Agreement No. 21-166

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

ARCHITECT: Flewelling & Moody
1035 Lancaster Blvd
Lancaster, CA 93534

CONTRACTOR: Ardalan Construction Company, Inc.
8 E Gainsborough RD
Thousand Oaks, Ca. 91360

Architects Proj. No.: 2939 & 2942
D.S.A. File No.:
D.S.A. App. No.:

Attn: Juan Romero/Teo Barragan

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

ORIGINAL CONTRACT SUM.....	\$153,300.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$0.00
ADJUSTED CONTRACT SUM.....	\$153,300.00
NET CHANGE -	\$20,305.70
<hr/>	
Total Change Orders to Date:	\$20,305.70
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....	\$173,605.70

Commencement Date:December 20, 2021
Original Completion Date: February 25, 2022
Original Contract Time:71 days
Time Extension for all Previous Change Orders:None

Time Extension for this Change Order: None

Adjusted Completion Date: N/A

Percentage 13.24%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Provide all labor and material necessary to thicken new concrete pad for walk-in at Curren	\$1,447.48			
2.	Provide all labor and material necessary for the walk-in cooler/freezer's manufactured ramp	\$4,458.01			
3.	Provide labor and material necessary to rework existing framing & plaster finish at new freezer opening.	\$4498.46			
4.	Freezer manufacture sent a representative to site to review installation			\$2,047.75	
5.	Provide all labor and material for electrical work at the two units	\$7,854.00			
6.					
	Totals	\$18,257.95		\$2,047.75	

Total Change Order No. 1 \$ 20,305.70

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



**Sitework & Installation of Freezer/Cooler Combo at Curren & Driffill Schools
Flewellling & Moody Job No. 2939 & 2942
Change Order No. 1; Page 1 of 2**

CHANGE ORDER NO. 1

October 26, 2022

PCO NO. 1

Description: Provide all labor and material necessary to thicken new concrete pad for walk-in at Curren School.

Requested By: District

Reason: The existing grade at the south end of the new concrete pad fell off creating a requirement to thicken the back portion of the concrete pad.

Cost: \$1,447.48

Time Extension: 0 days

PCO NO. 2

Description: Provide all labor and material necessary for the walk-in cooler/freezer's manufactured ramp.

Requested By: District

Reason: For safety a concrete ramp was poured at the entrance to the units at both sites. The ramp was poured the whole width of the unit.

Cost: \$4,458.01

Time Extension: 0 days

**Sitework & Installation of Freezer/Cooler Combo at Curren & Driffill Schools
Flewelling & Moody Job No. 2939 & 2942
Change Order No. 1; Page 2 of 2**

PCO NO. 3

Description: Provide all labor and material necessary to rework existing framing and plaster finish at new freezer opening.

Requested By: District

Reason: The freezer door was shown to swing in on the freezer plans. The actual door swung out, which did not allow for the locking mechanism to close properly so the new framing was raised to allow for proper operation.

Cost: \$4,498.46

Time Extension: 0 days

PCO NO. 4

Description: The freezer manufacture sent a representative to the site to review the installation.

Requested By: District

Reason: There were concerns/issues with how the units were cam-locked together and if there was a water intrusion issue.

Cost: \$2,047.75

Time Extension: 0 days

PCO NO. 5

Description: Provide all labor and material necessary for electrical work at the two units.

Requested By: District

Reason: The bid set did not include the electric plans for the proper connection to the existing power for the units.

Cost: \$7,854.00

Time Extension: 0 days



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

Project Name:	Site Work & New Walk-In Freezer at Current & Driffil Schools
Owner Name:	Oxnard School District
To:	Mr. Steve Colombero
From:	ARDALAN CONSTRUCTION COMPANY, INC.

Date:	June 6, 2022
PCO Number:	1

Description of Work:

This COP is in referenced to RFI #003. Sheet A-6 detail 3 calls out for an 8" concrete slab, however, once it is laid out and leveled, the southern half will end up above the existing asphalt pavement. In order to resolve this issue, we will need to increase the size of the southern half to approx. 11" to 18" thick. This COP is only for the additional material of concrete and labor for forming a much taller concrete pad.

A. Subcontractor Cost of the Work:

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	Subtotal A: \$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 10%:	\$ -
Payroll Costs (See attached supporting documentation.)	\$	684.00
Materials and Equipment (See attached supporting documentation.)	\$	550.00
Consultant Costs (See attached supporting documentation.)	\$	-
Supplemental Costs (See attached supporting documentation.)	\$	-
		Subtotal B: \$ 1,234.00

C. Contractor Fee: (As per General Conditions)

	15% GC Work Only	Subtotal C: \$ 185.10
	2% Bond & Insurance Fee	Subtotal D: \$ 28.38

Total: \$ 1,447.48

Please refer to notes 1 and 2 at the bottom of the work sheet page for impact costs.

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

 Contractor's Signature ARDALAN CONSTRUCTION CO. INC.

Teo Barragan, Project Manager

 Printed Name & Title

6/6/2022

 Date



WORKSHEET

COP: 1

Date: 6/6/2022

Owner: OSD

Project: Site Work & New Walk-In Freezer at Current & Driffill Schools

RE: RFI #03

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
1	Additional concrete and framing material				\$ 550.00		
2	Additional forming and concrete handling labor	8	\$ 85.50	\$ 684.00			
				\$ 684.00	\$ 550.00	\$ -	\$ -
				Subtotal with NO markup:			\$ 1,234.00

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. This proposal does not address any costs incase of delays to the project as a result of this work and should be addressed separately.



REQUEST FOR INFORMATION (RFI)

Project Name:	Walk-In Freezer at Driffill	RFI Number:	03
Owner Name:	Oxnard School District	Date:	1/3/2022
To:	Steve Colombero		
From:	Ardalan Construction Company, Inc.		

3		A-6
Drawing Number Detail	Specification Section	Page

- | | |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Critical (24 Hrs) | <input checked="" type="checkbox"/> Change in scope may affect contract cost. |
| <input checked="" type="checkbox"/> Urgent (48 Hrs) | <input checked="" type="checkbox"/> Change in scope may affect contract time. |
| <input type="checkbox"/> Standard (5 Days) | <input type="checkbox"/> Supplemental instructions not affecting contract cost or time. |

Request:

Sheet A-6 detail 3 calls out for an 8" concrete slab, however, once it is laid out and leveled, the southern half will end up above the existing asphalt pavement. In order to resolve this issue, we will need to increase the size of the southern half to approx. 11" to 18" thick. Please see attached sketches and let us know if that is the correct interpretation, we will need to prepare a CO for the additional material of concrete and labor for forming a much taller concrete pad. If possible, provide a revised schedule to address this issue. Thank you.

<i>Teo Barragan</i>	Teo Barragan	1/3/2022
_____ <i>Contractor's Signature</i>	_____ <i>Name (Printed)</i>	_____ <i>Date</i>

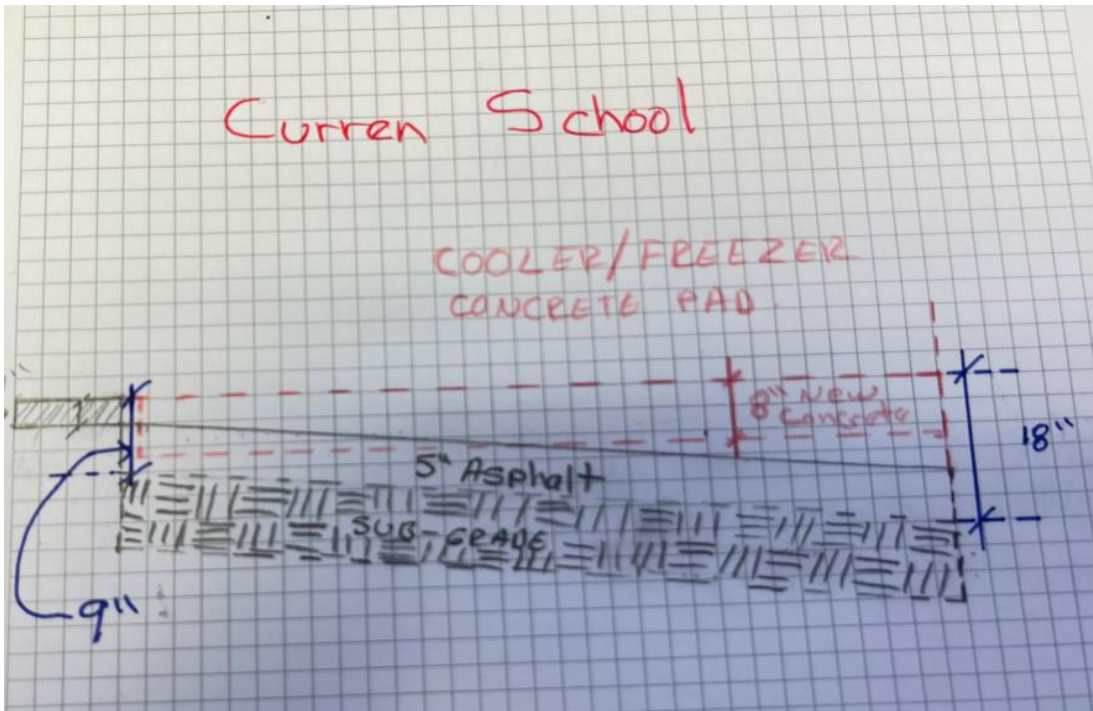
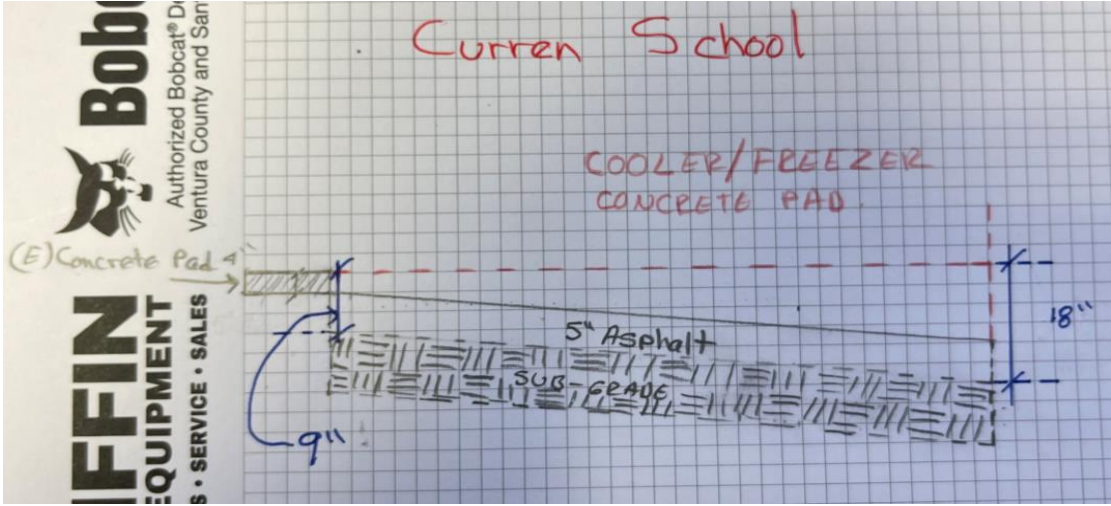
Response:

Response Issued by: _____

Steve Colombero	Name (Printed)	Date
-----------------	----------------	------

Response Reviewed by: _____

Project Coordinator's Signature	Gus Galindo	Date
	Name (Printed)	







8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

Project Name:	Site Work & New Walk-In Freezer at Current & Driffil Schools
Owner Name:	Oxnard School District
To:	Mr. Steve Colombero
From:	ARDALAN CONSTRUCTION COMPANY, INC.

Date:	June 8, 2022
PCO Number:	2

Description of Work:

This COP is for owner requested concrete ramps at the entrance of the new freezers. The work includes forming, rebar, felt and new concrete. One ramp at Curren and One ramp at Driffill.

A. Subcontractor Cost of the Work:

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	Subtotal A: \$ -

B. Contractor Cost of the Work:

	Subcontractor Mark Up 10%:	\$ -
Payroll Costs (See attached supporting documentation.)	\$ 3,078.00	
Materials and Equipment (See attached supporting documentation.)	\$ 722.52	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
		Subtotal B: \$ 3,800.52

C. Contractor Fee: (As per General Conditions)

	15% GC Work Only	Subtotal C: \$ 570.08
	2% Bond & Insurance Fee	Subtotal D: \$ 87.41

Total: \$ 4,458.01

Please refer to notes 1 and 2 at the bottom of the work sheet page for impact costs.

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

<i>Teo Barragan</i>	Teo Barragan, Project Manager	6/8/2022
Contractor's Signatu ARDALAN CONSTRUCTION CO. INC.	Printed Name & Title	Date



WORKSHEET

COP: 2

Date: 6/8/2022

Owner: OSD

Project: Site Work & New Walk-In Freezer at Current & Driffill Schools

RE: Owner Requested Concrete Ramps

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	This COP is for owner requested concrete ramps at the entrance of the new freezers. The work includes forming, rebar, felt and new concrete. One ramp at Curren and One ramp at Driffill.						
1	Concrete Ramp at Curren	16	\$ 85.50	\$ 1,368.00	\$ 472.52		
2	Concrete Ramp at Driffill	20	\$ 85.50	\$ 1,710.00	\$ 250.00		
				\$ 3,078.00	\$ 722.52	\$ -	\$ -
				Subtotal with NO markup:			\$ 3,800.52

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. This proposal does not address any costs incase of delays to the project as a result of this work and should be addressed separately.







8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

Project Name:	Site Work & New Walk-In Freezer at Current & Driffil Schools
Owner Name:	Oxnard School District
To:	Mr. Steve Colombero
From:	ARDALAN CONSTRUCTION COMPANY, INC.

Date:	June 8, 2022
PCO Number:	3

Description of Work:

This COP is for demolishing the new plaster due to the locking mechanism interfering with the header and not allowing the freezer doors to properly be closed. The work included is demolition of plaster and interior drywal, reframing, patch drywal, repaint and replaster patchwork at each school. Refr to RFI #07.

A. Subcontractor Cost of the Work:

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	Subtotal A: \$	-

B. Contractor Cost of the Work:

	Subcontractor Mark Up 10%:	\$ -
Payroll Costs (See attached supporting documentation.)	\$ 3,420.00	
Materials and Equipment (See attached supporting documentation.)	\$ 415.00	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
	Subtotal B: \$	3,835.00

C. Contractor Fee: (As per General Conditions)

	15% GC Work Only	Subtotal C: \$ 575.25
	2% Bond & Insurance Fee	Subtotal D: \$ 88.21
	Total: \$	4,498.46

Please refer to notes 1 and 2 at the bottom of the work sheet page for impact costs.

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signatu ARDALAN CONSTRUCTION CO. INC.

Teo Barragan, Project Manager

Printed Name & Title

6/8/2022

Date



WORKSHEET

COP: 3

Date: 6/8/2022

Owner: OSD

Project: Site Work & New Walk-In Freezer at Current & Driffill Schools

RE: RFI #07.

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	This COP is for demolishing the new plaster due to the locking mechanism interfering with the header and not allowing the freezer doors to properly be closed. The work included is demolition of plaster and interior drywal, reframing, patch drywal, repaint and replaster patchwork at each school. Refr to RFI #07.						
1	Work at Curren	24	\$ 85.50	\$ 2,052.00	\$ 240.00		
2	Work at Driffill	16	\$ 85.50	\$ 1,368.00	\$ 175.00		
				\$ 3,420.00	\$ 415.00	\$ -	\$ -
Subtotal with NO markup:							\$ 3,835.00

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. This proposal does not address any costs incase of delays to the project as a result of this work and should be addressed separately.



REQUEST FOR INFORMATION (RFI)

Project Name:	Walk-In Freezer at Drifill	RFI Number:	07
Owner Name:	Oxnard School District	Date:	1/11/2022
To:	Steve Colombero		
From:	Ardalan Construction Company, Inc.		

2		A-6
Drawing Number Detail	Specification Section	Page

- | | |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Critical (24 Hrs) | <input checked="" type="checkbox"/> Change in scope may affect contract cost. |
| <input checked="" type="checkbox"/> Urgent (48 Hrs) | <input checked="" type="checkbox"/> Change in scope may affect contract time. |
| <input type="checkbox"/> Standard (5 Days) | <input type="checkbox"/> Supplemental instructions not affecting contract cost or time. |

Request:

Plan section on sheet A-6 detail 2 calls out for the framing opening of the new wall to be at 7'-2". Framing and plaster have been completed, however, there is an issue with the freezer door swing. We were aware that the door swings outward (refer to drawings provided by what was ordered) and plans show the door swinging inward. The locking clip on top of the freezer door is hitting the newly built opening because it swings outward. Solution: Demolish the plaster and raise the header so that the freezer clip clears the opening or figure out if the freezer manufacturer sent out the wrong door or if it could be changed. Both solutions will have cost impacts, please advise. Thank you.

<i>Teo Barragan</i>	Teo Barragan	1/11/2022
_____ <i>Contractor's Signature</i>	_____ <i>Name (Printed)</i>	_____ <i>Date</i>

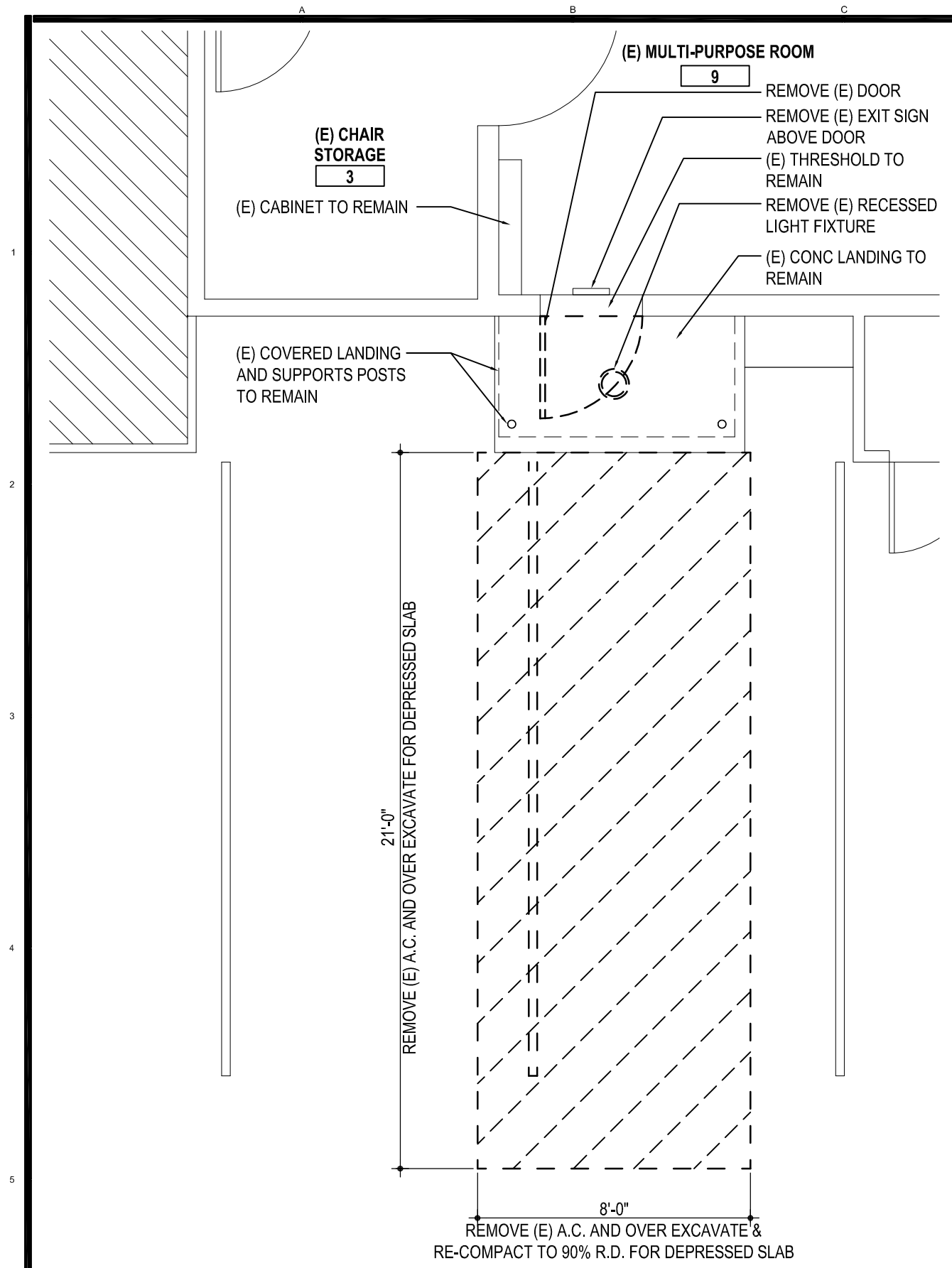
Response:

Response Issued by: _____

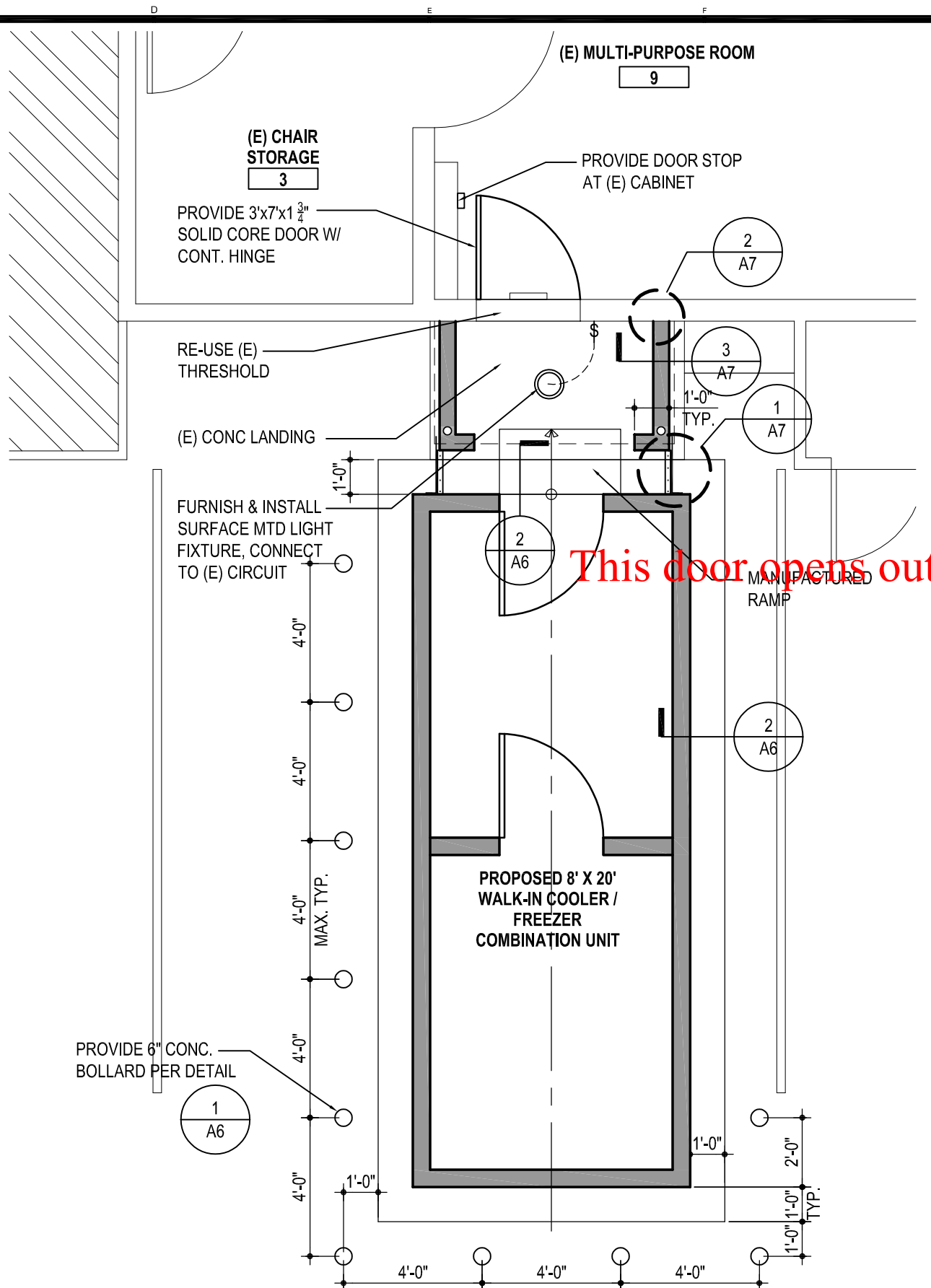
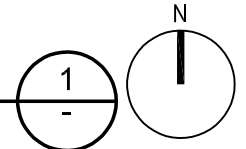
Steve Colombero	Name (Printed)	Date
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Response Reviewed by: _____

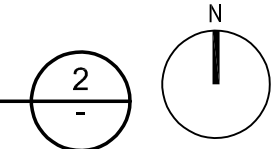
Project Coordinator's Signature	Gus Galindo	Date
	Name (Printed)	




PARTIAL ENLARGED DEMOLITION PLAN
 SCALE : 1/4" = 1'-0"



PARTIAL ENLARGED RECONSTRUCTION PLAN
 SCALE : 1/4" = 1'-0"



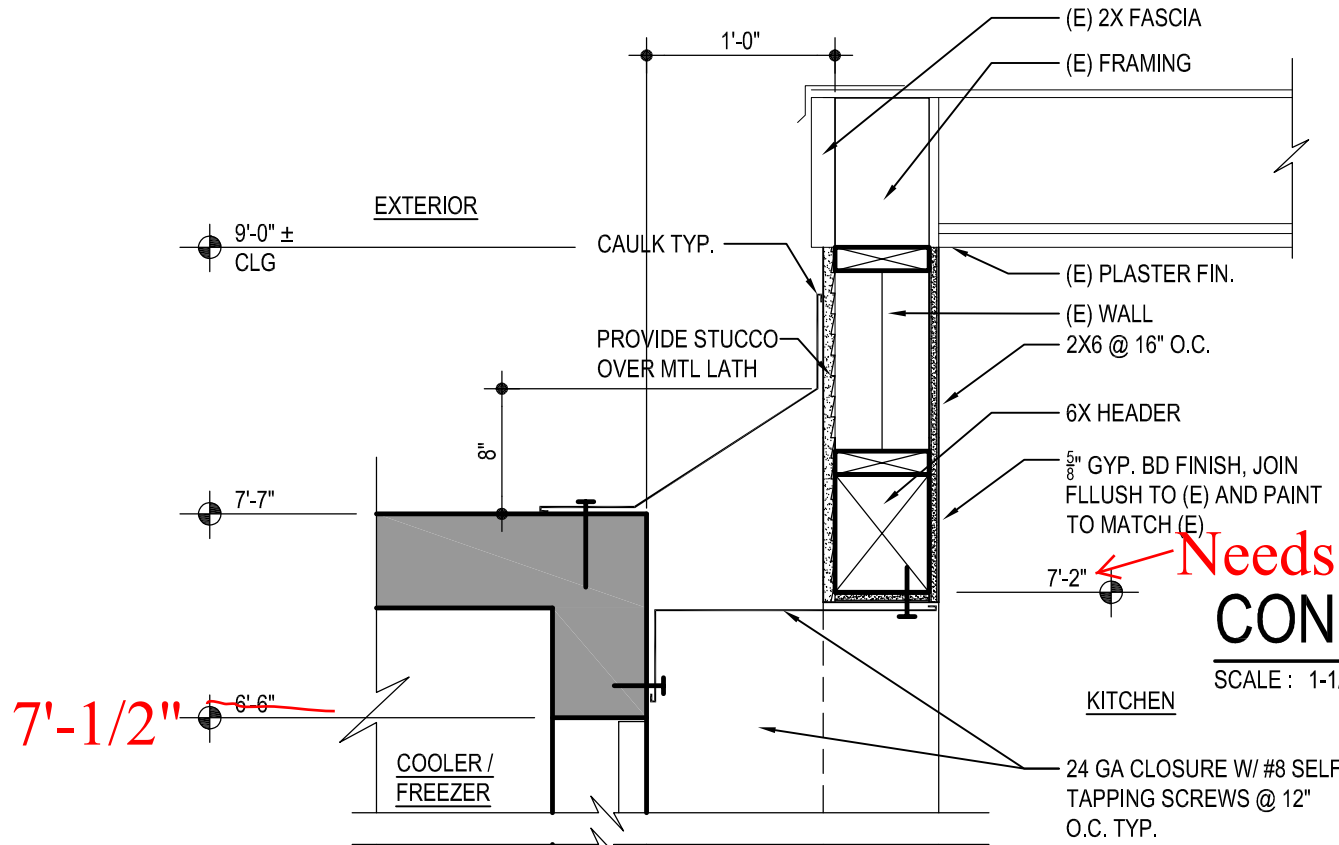


FLEWELLING & MOODY
 architecture planning interiors
 www.flewellingmoody.com
 Lancaster - 661 349 0771
 Pasadena - 323 543 8300

ENLARGED DEMOLITION AND RECONSTRUCTION PLANS

WALK - IN COOLER / FREEZER COMBINATION UNIT
 AT BERNICE CURREN SCHOOL
 1101 N. F STREET
 OXNARD, CA 93030
 OXNARD SCHOOL DISTRICT

Date: 07-20-2021
 Job No.: 2942
 Sheet No.: A-5



7'-1/2"

Needs to be raise 1"
CONCRETE PAD

SCALE: 1-1/2"=1'-0"

PROJECT NUMBER =
 DETAIL IDEN. =
 SHEET REFERENCE =

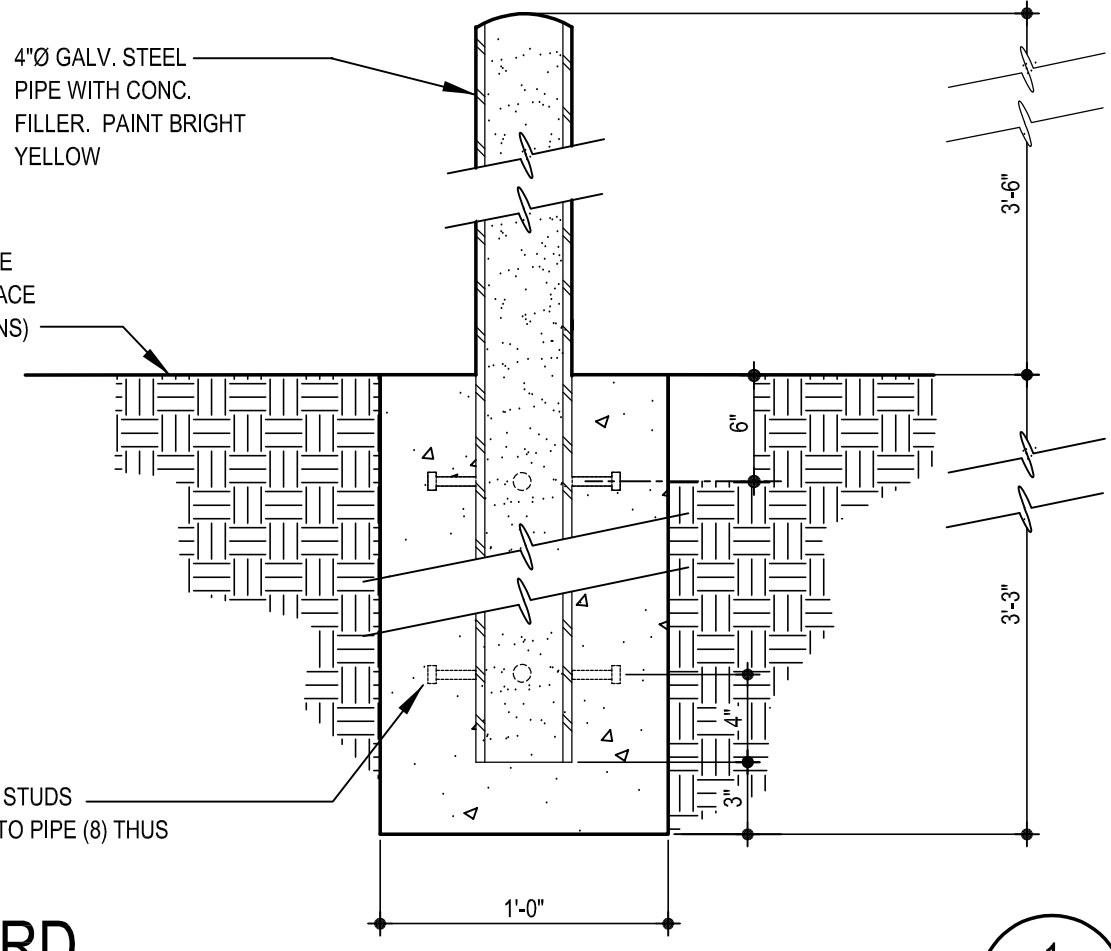
3
 A6

SECTION AT FREEZER

SCALE: 1"=1'-0"

PROJECT NUMBER =
 DETAIL IDEN. =
 SHEET REFERENCE =

2
 A6

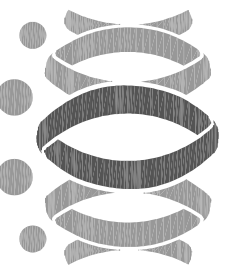


BOLLARD

SCALE: 1-1/2"=1'-0"

PROJECT NUMBER =
 DETAIL IDEN. =
 SHEET REFERENCE =

1
 A6



FLEWELLING & MOODY
 architecture planning interiors
 Lancaster - 861 949 0771
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 www.flewellingmoody.com

DETAILS

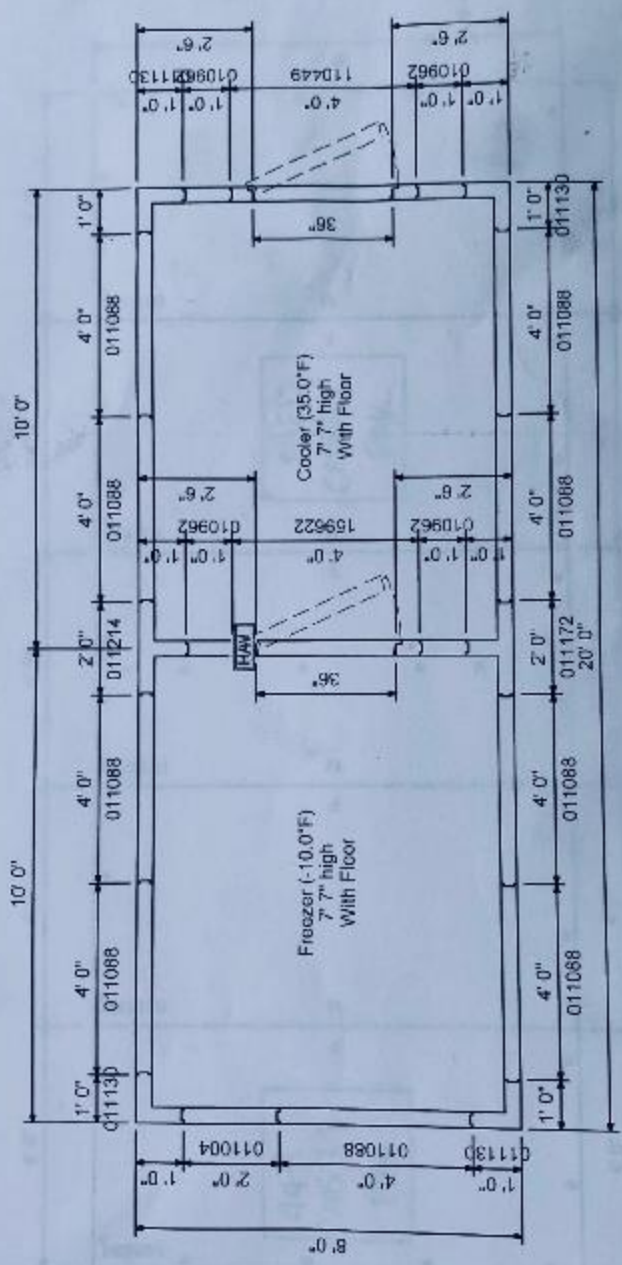
WALK - IN COOLER / FREEZER COMBINATION UNIT
 AT BERNICE CURREN SCHOOL
 1101 N. F STREET
 OXNARD, CA 93030
 OXNARD SCHOOL DISTRICT

Date	07-20-2021
Job No.	2942
Sheet No.	A-6

FRON

back

171



IMPORTANT

Instructions for Door Removal

or to dwell position,
at approximately 120°
mark on floor to indicate
of door, see sketch.
off frame.
ce door, line up door
k on floor.
hole in hinge straps
rods and lower door.



KN 10100





8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

Project Name:	Site Work & New Walk-In Freezer at Current & Driffil Schools
Owner Name:	Oxnard School District
To:	Mr. Steve Colombero
From:	ARDALAN CONSTRUCTION COMPANY, INC.

Date:	June 8, 2022
PCO Number:	4

Description of Work:

This COP is for service call services provided by one of the freezer certified contractors to review and confirm freezer installation as requested by the owner. Thank you.

A. Subcontractor Cost of the Work:

A+ Refrigeration	\$	1,110.00	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
			Subtotal A: \$ 1,110.00

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	\$	684.00	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
			Subtotal B: \$ 684.00

C. Contractor Fee: (As per General Conditions)

15% GC Work Only			
	\$	102.60	
2% Bond & Insurance Fee			Subtotal D: \$ 40.15

Total: \$ 2,047.75

Please refer to notes 1 and 2 at the bottom of the work sheet page for impact costs.

The proposal would Increase Decrease the Contract Time by calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

Teo Barragan, Project Manager

6/8/2022

Contractor's Signature **ARDALAN CONSTRUCTION CO. INC.**

Printed Name & Title

Date



WORKSHEET

COP: 4

Date: 6/8/2022

Owner: OSD

Project: Site Work & New Walk-In Freezer at Current & Driffill Schools

RE: Owner Requested

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	This COP is for service call services provided by one of the freezer certified contractors to review and confirm freezer installation as requested by the owner. Thank you.						
1	Initial Service Fee						\$ 555.00
2	Verification Service Fee						\$ 555.00
3	Laborer to open up sites	8	\$ 85.50	\$ 684.00			
				\$ 684.00	\$ -	\$ -	\$ 1,110.00
				Subtotal with NO markup:			\$ 1,794.00

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. This proposal does not address any costs incase of delays to the project as a result of this work and should be addressed separately.

Re: Invoice 5875 from A+ REFRIGERATION & HVAC, INC.

From: Juan Romero (juan@ardalancc.com)

To: aplusrefrigeration@gmail.com; teo@ardalancc.com; mary@ardalancc.com

Date: Wednesday, May 11, 2022, 03:53 PM PDT

Thank You Mary

Juan Romero
Project Manager
Ardalan Construction Co., Inc.
8 Gainsborough Rd.
Thousand Oaks, CA 91360
Office: 805-496-7273
Fax: 805-496-7310
Mobile: 818-917-8123
juan@ardalancc.com

On Wednesday, May 11, 2022, 03:30:15 PM PDT, Mary Van Der Karr <mary@ardalancc.com> wrote:

Completed and paid

Thank you.

Sincerely,

Mary Van Der Karr

Accounts Payable/Labor Compliance/Certified Payroll

Ardalan Construction Company, Inc.

8 E. Gainsborough Road

Thousand Oaks, CA 91360

Phone: 805-496-7273

Fax: 805-496-7310

mary@ardalancc.com



On Wednesday, May 11, 2022, 10:44:55 AM PDT, Juan Romero <juan@ardalancc.com> wrote:

Mary,
May you please take care of this invoice.
That's for Freezer project.
Freezers inspection.
Thank You

Juan M Romero
Ardalan Construction Comp.
Project Manager
818-917-8123
juan@ardalancc.com
8 E. Gainsborough Road
Thousand Oaks, CA 91360

On May 11, 2022, at 9:31 AM, A+ REFRIGERATION & HVAC, INC. <quickbooks@notification.intuit.com> wrote:

INVOICE 5875



A+ REFRIGERATION & HVAC, INC.

DUE 05/28/2022

\$555.00

Review and pay

Powered by QuickBooks

Dear Teo Barragan,

Here's invoice 5875! We appreciate your prompt payment.

Thank you for your business!
A+ REFRIGERATION & HVAC, INC.
P.O. Box 60437
Santa Barbara, CA 93160

(805) 556-4077
aplusrefrigeration@gmail.com

A+ REFRIGERATION & HVAC, INC.
PO BOX 60437 SANTA BARBARA, CA 93160
(805)556-4077 aplusrefrigeration@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310

CA Lic. 893121

CHANGE ORDER PROPOSAL (COP)

Project Name:	Site Work & New Walk-In Freezer at Current & Driffil Schools
Owner Name:	Oxnard School District
To:	Mr. Steve Colombero
From:	ARDALAN CONSTRUCTION COMPANY, INC.

Date:	August 2, 2022
PCO Number:	5

Description of Work:

This COP is in referenced to RFI #008 regarding the electrical requirements for the new freezers. Please note this COP is for the added electrical work per the revised electrical plans. Thank you

A. Subcontractor Cost of the Work:

Smith MEP	\$	7,000.00	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ 7,000.00

B. Contractor Cost of the Work:

		Subcontractor Mark Up 10%:	\$ 700.00
Payroll Costs (See attached supporting documentation.)	\$	-	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	
		Subtotal B:	\$ -

C. Contractor Fee: (As per General Conditions)

		15% GC Work Only	Subtotal C: \$ -
		2% Bond & Insurance Fee	Subtotal D: \$ 154.00

Total: \$ 7,854.00

Please refer to notes 1 and 2 at the bottom of the work sheet page for impact costs.

The proposal would Increase Decrease the Contract Time by TBD calendar days.

The proposal does NOT affect the Contract Time.

Teo Barragan

 Contractor's Signatu ARDALAN CONSTRUCTION CO. INC.

Teo Barragan, Project Manager

 Printed Name & Title

8/2/2022

 Date



WORKSHEET

COP: 5

Date: 8/2/2022

Owner: OSD

Project: Site Work & New Walk-In Freezer at Current & Driffill Schools

RE: RFI #08 - Electrical For Freezers

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
1	Provide Electrical Work per Revised Electrical Plans for Curren						\$ 3,800.00
2	Provide Electrical Work per Revised Electrical Plans for Driffill						\$ 3,200.00
	(See attached sub proposal)						
				\$ -	\$ -	\$ -	\$ 7,000.00
				Subtotal with NO markup:			\$ 7,000.00

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. This proposal does not address any costs incase of delays to the project as a result of this work and should be addressed separately.

June 23, 2022

Re: Cooler Freezer Combo at Bernice Curren & Freezer at Driffill

Curren	Driffill
1101 N "F" Street	910 S "E" Street
Oxnard Ca	Oxnard Ca

Electrical Proposal

Our proposal and scope are based on the following documents:

- Curren Plans dated 7-20-2021, Driffill Plans dated 7-21-21.
- This proposal shall include the work reasonably interpreted as necessary to procure and construct the Electrical work as detailed by the documents referenced herein, subject to the following specific clarifications.

Electrical Scope of Work:

Procure and installation of the new electrical per E-3 & A sheet drawings; A-0 thru A-7

- 1) Provide safe-off for demolition and reinstallation at both locations.
- 2) Provide installation for existing disconnects on roof or wall as required at both locations.
 - a) Remove and reinstall existing disconnects to equipment located on the roof.
 - b) Add dura blocks as required or needed to support all conduits.
 - c) Install conductors from j-box to equipment.
- 3) Provide recircuiting of the light fixture to the exit sign circuit within the hallway at Driffill.
 - a) Remove existing light fixture, extend new conduit to the exit sign for constant power location to feed the new lights switch etc.
- 4) Provide conduit, supports, roof supports, junction boxes, conductors and rework of existing conduit.

Exclusions and Work Performed by Others:

- 1) All backing and supplemental steel.
- 2) Electrical access panels.
- 3) Low voltage communication cabling, devices, equipment and testing.
- 4) Work related to the Fire Alarm system
- 5) All permits, inspections, and utility fees.
- 6) BIM Coordination
- 7) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal and concrete equipment pads.
- 8) Premium time and/or shift work.
- 9) Misc. supplemental structural steel for pipe and equipment supports.
- 10) Performance and payment bond or bid bond.
- 11) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work.

Qualifications:

- 1) All work is figured continuous once commenced.
- 2) Bid is based on the referenced drawings/correspondence received prior to bid.
- 3) Any work not specified or illustrated on drawings will be submitted as a change order
- 4) This proposal or its narrative intent is to be part of any and all contract documents.
- 5) Work areas are figured to be freely accessible and unencumbered.

Pricing:

Electrical Scope: (Per scope outlined above).....\$ **7,000.00**

Pricing breakdown:

Current installation:\$ **3,800.00**

Drifill installation :\$ **3,200.00**

Pricing Terms and Conditions:

Smith Electrical pricing is valid for 30 day from the date of this letter. A one (1) year labor and material warranty is included commencing at substantial completion or owners beneficial use of these systems.

We are confident that Smith MEP’s performance will be a valued contribution to the success of this project, and we look forward to the opportunity to work with your construction team. If you have any questions, please do not hesitate to give us a call.

Sincerely,

Lenny J Scheiner Jr | Electrical Superintendent

SMITH | MECHANICAL | ELECTRICAL | PLUMBING

1340 West Betteravia Road | Santa Maria, California | 93455

[805-621-5000](tel:805-621-5000) main | [805-621-5050](tel:805-621-5050) fax | [805-621-5057](tel:805-621-5057) desk

[805-896-9728](tel:805-896-9728) cell | Lscheiner@smithMEP.com e-mail

a subsidiary of ACCO Engineered Systems



REQUEST FOR INFORMATION (RFI)

Project Name:	Walk-In Freezer at Drifill
Owner Name:	Oxnard School District
To:	Steve Colombero
From:	Ardalan Construction Company, Inc.

RFI Number:	08
Date:	2/1/2022

Drawing Number Detail	Specification Section	A-5 Page
<input type="checkbox"/> Critical (24 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract cost.	
<input checked="" type="checkbox"/> Urgent (48 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract time.	
<input type="checkbox"/> Standard (5 Days)	<input type="checkbox"/> Supplemental instructions not affecting contract cost or time.	

Request:

We received this RFI from our electrical subcontractor: Sheet A5 at Curren School combo unit does not have any electrical design. Please provide the electrical plans for this site, we also need the panel, circuits intended, and circuit ampacity. Please advise. Thank you.

<i>Teo Barragan</i>	Teo Barragan	2/1/2022
_____ <i>Contractor's Signature</i>	_____ <i>Name (Printed)</i>	_____ <i>Date</i>

Response:

see attached electrical plans

Response Issued by:	<u>Steve Colombero</u>	_____ <i>Name (Printed)</i>	<u>2/2/2022</u>
	Steve Colombero		Date

Response Reviewed by:	_____ <i>Project Coordinator's Signature</i>	Gus Galindo	_____ <i>Date</i>
		Gus Galindo	
		<i>Name (Printed)</i>	

JMPE
ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083
21142
627 OLIVE STREET
SANTA BARBARA CA 93101
(805) 569-9216
FAX (805) 569-2405
email: maloney@jmpe.net
www.jmpe.net

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architecture planning interiors
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Lancaster - 661 949 0771



GENERAL NOTES, SYMBOLS & DETAILS
INSTRUCTION BULLETIN NO. 1
WALK - IN FREEZER
AT DRIFFILL ELEMENTARY SCHOOL
910 SOUTH "E" STREET
OXNARD, CA 93030
OXNARD SCHOOL DISTRICT

Date: 03-25-2021
Job No.: 2939
Sheet No.: **IB1.0**

(E) PANEL SCHEDULE "K1"

SERVICE: 120/208V 3Ø 4W		MAIN BKR.: MLO		BUS: 200A		LOC.: SEE PLAN														
						MTG.: FLUSH														
REMARKS	LOAD			R E C	L T G	M I S C	P O L E	T R I P	C I R C	C I R C	T R I P	P O L E	R E C	L T G	M I S C	LOAD			REMARKS	
	ΦA	ΦB	ΦC													ΦA	ΦB	ΦC		
RANGE FAN										2	60	2								SPARE
WH-1 REC										4	X	X								SPARE
FLOOD LIGHTS										6	20	1								OUTSIDE FLOOD LTS
REFRIGERATOR										8	20	1								LTS COV WALKWASH RM
TIME MACHINE CLOCK										10	20	1								KITCHEN & PANTRY LTS
TEACHER DINING LTS										12	1									KITCHEN LIGHTS
										14	1									SPARE
MIXER										16	1									WALL REC
FOOD WARMER										18	1									SPARE
										20	1									SPARE
TOTAL WATTS=	ΦA=			ΦB=			ΦC=													
AMPS=				MINIMUM BKR			A.I.C. RATING=			10,000 AMPS SYM										

(E) PANEL SCHEDULE "K2"

SERVICE: 120/208V 3Ø 4W		MAIN BKR.: MLO		BUS: 200A		LOC.: SEE PLAN														
OO LOADCENTER		SQUARE D				MTG.: FLUSH														
REMARKS	LOAD			R E C	L T G	M I S C	P O L E	T R I P	C I R C	C I R C	T R I P	P O L E	R E C	L T G	M I S C	LOAD			REMARKS	
	ΦA	ΦB	ΦC													ΦA	ΦB	ΦC		
GAS SOLENOID										2	60	2								REFER WALK-IN
ANSUL MANUAL RESET										4	X	X								"
WATER SOFTENER										6	20	1								STEAMER OVEN
W/I REFRIGERATOR										8	20	1								"
WATER HEATER CONTROL										10	20	1								"
W/I FREEZER										12	20	1								OVEN HOOD EX.LTG
										14	20	1								BACKROOM FREEZER
W/I FREEZER LT										16	20	1								"
W/I FREEZER COIL										18	20	1								FOOD LINE HOT PLATES
SPACE										20	20	1								SPARE
TOTAL WATTS=	ΦA=			ΦB=			ΦC=													
AMPS=				MINIMUM BKR			A.I.C. RATING=			10,000 AMPS SYM										

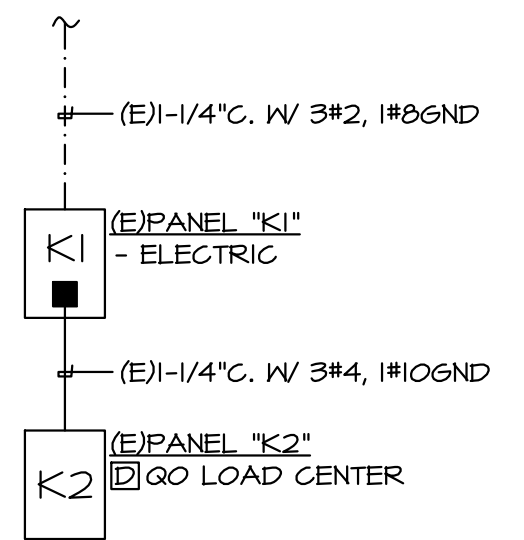
GENERAL NOTES

- VISIT JOB SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BID.
- 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.
- CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD TO SUIT FIELD CONDITIONS.
- ALL ELECTRICAL EQUIPMENT, APPLIANCES AND LIGHTING FIXTURES SHALL BE LISTED BY A RECOGNIZED TEST LAB AND BEAR THAT LABEL OF APPROVAL.
- CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
- FURNISH DISCONNECT SWITCHES AT REMOTE MOTORS.
- ALL SPACES AS INDICATED ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARE AND BUSING FOR FUTURE BREAKER OR SWITCH.
- CHECK ARCHITECTURAL PLANS FOR DOOR SWINGS BEFORE INSTALLING SWITCH OUTLETS.
- GROUNDING AND BONDING SHALL BE PER CODE PLUS ANY ADDITIONAL PROVISIONS SPECIFIED OR SHOWN ON DRAWINGS.
- ALL CONDUIT RUNS SHALL CONTAIN A CODE SIZED GREEN GROUND WIRE.
- THESE PLANS ARE NOT COMPLETE UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- ALL CONDUCTORS SHALL BE IN CONDUIT.
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSULATION.

SYMBOLS

---	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 #8 WIRES IN CODE SIZED CONDUIT (3) MAX IN 1/2" C., (5) MAX IN 3/4" C., (8) MAX IN 1" C., NO MARKS = 2#8
---	HAVE RUN LETTER INDICATES PANEL, NUMBER(S) INDICATES CIRCUIT(S).
---	SANCUIT
---	GROUND CONNECTION
---	DISTRIBUTION SWITCHBOARD OR PANEL
---	PANEL, BRANCH CIRCUIT TYPE, SURFACE AND FLUSH
---	SIGNAL TERMINAL CABINET, SURFACE & FLUSH
---	FLUORESCENT FIXTURE
---	OUTLET DATA: BKR INDICATES WALL MOUNT, LETTER INDICATES SWITCH CONTROL, NO. INDICATES CIRCUIT.
---	SURFACE FIXTURE ON FLUSH OUTLET.
---	RECESSED FIXTURE WITH JUNCTION BOX FOR THRU WIRING
---	EXIT LIGHT WITH ARROWS AS SHOWN ON PLANS, WALL AND CEILING MOUNT.
---	LOW LEVEL EXIT SIGN, 4" x 4" FROM DOOR JAMB
---	LIGHT FIXTURE DESIGNATION LETTER INDICATES TYPE, NO. INDICATES WATTAGE. SEE FIXTURE SCHEDULE.
---	MECHANICAL EQUIPMENT DESIGNATION. SEE MECHANICAL DRAWINGS.
---	SPECIAL RECEPTACLE - SEE PLAN
---	METER
---	FLUSH FLOOR RECEPTACLE
---	RECEPTACLE, DUPLEX, 15A, 15V, NEMA 5-15R 48" UNO.
---	DUPLEX RECEPTACLE MTD. 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 48" UNO.
---	JUNCTION BOX 4" SQUARE, 1-1/2" DEEP UNO.
---	THERMOSTAT F.B.O. 48"
---	MOTOR, NO. INDICATES HORSEPOWER
---	CLOCK OUTLET 47-8" 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/I GANG COVERPLATE & GRAMMETED OPENING 48" UNO.
---	CABLE TV OUTLET 48" UNO.
---	MOTION SENSOR
---	EXISTING SWITCH
---	SINGLE POLE SWITCH
---	DOUBLE POLE SWITCH
---	THREE WAY SWITCH
---	SWITCH W/PILOT LT.
---	MANUAL MOTOR STARTER
---	FACP
---	FIRE ALARM CONTROL PANEL
---	GROUND FAULT CIRCUIT INTERRUPTING
---	LABOR SAVING TAMPEN
---	MAIN LBS ONLY
---	WITH 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

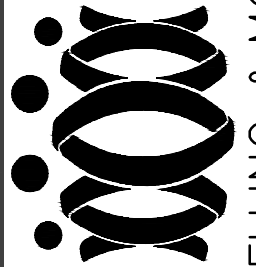
NOTE: NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.



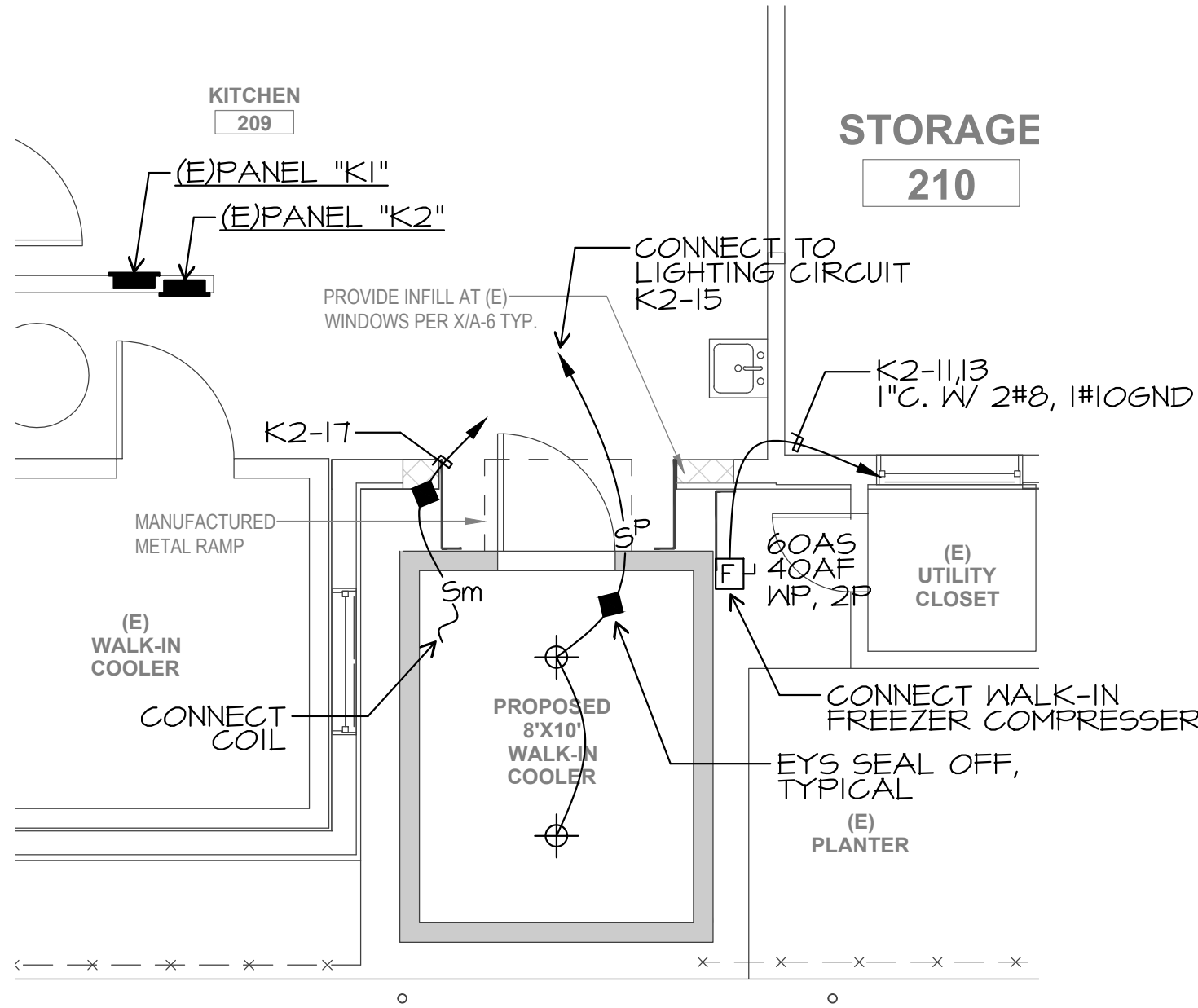
SINGLE LINE DIAGRAM
SCALE: NONE

NOTE: THE INTENT OF THIS DRAWING IS TO INCORPORATE THE WORK SHOWN HEREIN INTO THE CONTRACT. ALL WORK INDICATED SHALL HEREBY BE MADE A PART OF THE CONTRACT.

JMPE
 ELECTRICAL ENGINEERING
 LIGHTING DESIGN
 CA REGISTRATION NO E13083
 21142
 627 OLIVE STREET
 SANTA BARBARA CA 93101
 (805) 569-9216
 FAX (805) 569-2405
 email : maloney@jmpe.net
 www.jmpe.net

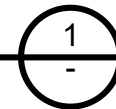


FLEWELLING & MOODY
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 Pasadena - 323 543 8300
 Lancaster - 661 949 0771
 www.flewellingmoody.com



PARTIAL ELECTRICAL RECONSTRUCTION PLAN

SCALE : 1/4" = 1'-0"



NOTE: THE INTENT OF THIS DRAWING IS TO INCORPORATE THE WORK SHOWN HEREIN INTO THE CONTRACT. ALL WORK INDICATED SHALL HEREBY BE MADE A PART OF THE CONTRACT.

PARTIAL ELECTRICAL RECONSTRUCTION PLAN

INSTRUCTION BULLETIN NO. 1

WALK - IN FREEZER
 AT DRIFFILL ELEMENTARY SCHOOL
 910 SOUTH "E" STREET
 OXNARD, CA 93030
 OXNARD SCHOOL DISTRICT

Date 03-25-2021

Job No. 2939

Sheet No. **IB1.1**

(E) PANEL SCHEDULE "KA"

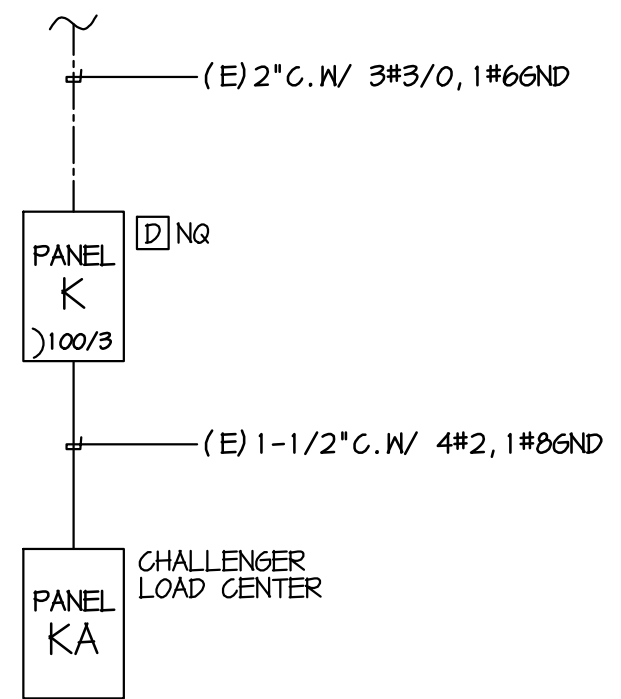
SERVICE: 120/208V 3Φ 4W		MAIN BKR.: MLO		BUS: 100A		LOC.: SEE PLAN													
CHALLENGER LOAD CENTER						MTG.: SURFACE													
REMARKS	LOAD			R E C	L T G	M I S C	P O L E	T R I P	C I R C	C I R C	T R I P	P O L E	R E C	L T G	M I S C	LOAD			REMARKS
	ΦA	ΦB	ΦC													ΦA	ΦB	ΦC	
CRV 2-1								1	20	1	2	20	1						CRV 2-3
CRV 2-2								1	20	3	4	20	1						CRV 2-4
EMS								1	20	5	6	20	1						EMS
SPARE								1	20	7	8	20	1						EMS
"								2	50	9	10	20	1						CRV 2-6
"								X	X	11	12	20	1						SPARE
"								1	20	13	14	20	1						"
"								1	20	15	16	20	1						"
"								1	20	17	18	30	2			1			(N) WALK-IN FREEZER
"								1	20	19	20	X	X						COMPR
SPACE										21	(N) 22	20	1			4			(N) COOLER LTS
"										23	(N) 24	15	2			1			(N) COOLER COIL
(N) DRAIN HEATER								1	1	20	25	X	X						"
(N) FREEZER COIL								1	2	15	27	(N) (N) 28	20	2		1			(N) COOLER COMPR
"								X	X	29	30	X	X						"
TOTAL WATTS=	ΦA=			ΦB=			ΦC=												
AMPS=				MINIMUM BKR			A.I.C. RATING=			10,000 AMPS SYM									

GENERAL NOTES

- VISIT JOB SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BID.
- 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.
- CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD TO SUIT FIELD CONDITIONS.
- ALL ELECTRICAL EQUIPMENT, APPLIANCES AND LIGHTING FIXTURES SHALL BE LISTED BY A RECOGNIZED TEST LAB AND BEAR THAT LABEL OF APPROVAL.
- CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
- FURNISH DISCONNECT SWITCHES AT REMOTE MOTORS.
- ALL SPACES AS INDICATED ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARE AND BUSHING FOR FUTURE BREAKER OR SWITCH.
- CHECK ARCHITECTURAL PLANS FOR DOOR SWINGS BEFORE INSTALLING SWITCH OUTLETS.
- GROUNDING AND BONDING SHALL BE PER CODE PLUS ANY ADDITIONAL PROVISIONS SPECIFIED OR SHOWN ON DRAWINGS.
- ALL CONDUIT RUNS SHALL CONTAIN A CODE SIZED GREEN GROUND WIRE.
- THESE PLANS ARE NOT COMPLETE UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- ALL FEEDER CONDUCTORS SHALL BE IN CONDUIT. BRANCH CIRCUITS MAY BE NON-METALLIC SHEATHED CABLE.
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSULATION.
- COORDINATE WITH SERVING ELECTRICAL UTILITY COMPANY AND MAKE PROVISIONS FOR ELECTRICAL SERVICE ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND UTILITY COMPANY CHARGES IN BID.
- COORDINATE WITH SERVING TELEPHONE UTILITY COMPANY AND MAKE PROVISIONS FOR TELEPHONE SERVICE ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND ANY UTILITY COMPANY CHARGES IN BID.
- COORDINATE WITH SERVING CABLE TELEVISION COMPANY AND MAKE PROVISIONS FOR CABLE TELEVISION ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND ANY UTILITY COMPANY CHARGES IN BID.
- ALL PERMITS SHALL BE OBTAINED AND PAID FOR BY CONTRACTOR.

SYMBOLS

- CONDUIT EXISTING
- CONDUIT CONCEALED IN WALL OR CEILING
- - - CONDUIT CONCEALED UNDER FLOOR OR BELOW GRADE
- CONDUIT STUDDED OUT AND CAPPED
- CONDUIT TURNED UP
- CONDUIT TURNED DOWN
- HATCH MARKS INDICATE NO. OF #8 WIRES IN CODE SIZED CONDUIT (3) MAX. IN 1/2" C. (5) MAX. IN 3/4" C. (8) MAX. IN 1" C. NO MARKS = 2#8
- HAZE RUN LETTER INDICATES PANEL NUMBER(S) INDICATES CIRCUIT(S)
- SANGUIT
- GROUND CONNECTION
- DISTRIBUTION SWITCHBOARD OR PANEL
- PANEL, BRANCH CIRCUIT TYPE, SURFACE AND FLUSH SIGNAL TERMINAL CABINET, SURFACE & FLUSH
- FLUORESCENT FIXTURE
- OUTLET DATA: BAR INDICATES WALL MOUNT, LETTER INDICATES SWITCH CONTROL, NO. INDICATES CIRCUIT. SURFACE FIXTURE ON FLUSH OUTLET.
- RECESSED FIXTURE WITH JUNCTION BOX FOR THRU WIRING
- EXIT LIGHT WITH ARROWS AS SHOWN ON PLANS, WALL AND CEILING MOUNT.
- LOW LEVEL EXIT SIGN, 4" AFF, 4" FROM DOOR JAMB
- LIGHT FIXTURE DESIGNATION, LETTER INDICATES TYPE, NO. INDICATES WATTAGE. SEE FIXTURE SCHEDULE.
- MECHANICAL EQUIPMENT DESIGNATION. SEE MECHANICAL DRAWINGS.
- SPECIAL RECEPTACLE - SEE PLAN METER
- FLUSH FLOOR RECEPTACLE
- RECEPTACLE, DUPLEX 15A, 15V, NEMA 5-15R 48" UNO.
- DUPLEX RECEPTACLE MTD. ABOVE BACKFLASH
- DUPLEX RECEPTACLE W/LOWER HALF SWITCHED
- GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE
- DOUBLE DUPLEX RECEPTACLE
- CEILING RECEPTACLE
- RECEPTACLE, DUPLEX 20A, 15V, NEMA 5-20R 48" UNO.
- JUNCTION BOX 4" SQUARE, 1-1/2" DEEP UNO.
- THERMOSTAT F80, 48"
- MOTOR, NO. INDICATES HORSEPOWER
- CLOCK OUTLET 4-7-8" 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.
- FUSIBLE DISTRIBUTION
- PHOTOCELL
- SMOKE DETECTOR INTERCONNECTED AT 120V PROVIDE BATTERY BACKUP
- CARBON MONOXIDE DETECTOR INTERCONNECTED AT 120V PROVIDE BATTERY BACKUP
- CEILING MOUNTED OCCUPANCY SENSOR
- POWER PACK, LOW VOLTAGE POWER SUPPLY FOR CEILING MOUNTED SENSORS
- TELEPHONE/COMPUTER/DATA OUTLET, TWO GANG BOX W/ 1 GANG COVERPLATE & BRANMETER OPENING 48" UNO.
- CABLE TV OUTLET 48" UNO.
- MOTION SENSOR
- EXISTING SWITCH
- SINGLE POLE SWITCH
- DOUBLE POLE SWITCH
- THREE WAY SWITCH
- SWITCH W/PILOT LT.
- AIR SWITCH FOR GARBAGE DISPOSAL
- MANUAL MOTOR STARTER
- FIRE ALARM CONTROL PANEL
- GROUND FAULT CIRCUIT INTERRUPTING
- LABOR SAVING TANDEM
- MAIN LUBS ONLY
- WITH CONDUIT ONLY
- WEATHERPROOF
- FURNISHED BY OTHERS, INSTALL & CONNECT
- UNLESS NOTED OTHERWISE NATIONAL ELECTRICAL CODE
- NOT IN CONTRACT
- EXISTING
- NEW
- REMOVE
- RELOCATE
- SURFACE MOUNT
- UNDERGROUND
- CWP
- ABOVE FINISHED FLOOR
- HEATING AND AIR CONDITIONING RATED CIRCUIT BREAKERS
- NIGHT LIGHT



SINGLE LINE DIAGRAM



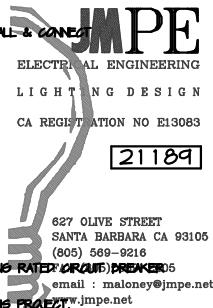
GENERAL NOTES, SYMBOLS, SINGLE LINE DIAGRAM

WALK-IN COOLER / FREEZER COMBINATION UNIT
AT BERNICE CURREN SCHOOL
1101 N. F STREET
OXNARD, CA 93030
OXNARD SCHOOL DISTRICT

Date: 04-02-2021

Job No.: 2942

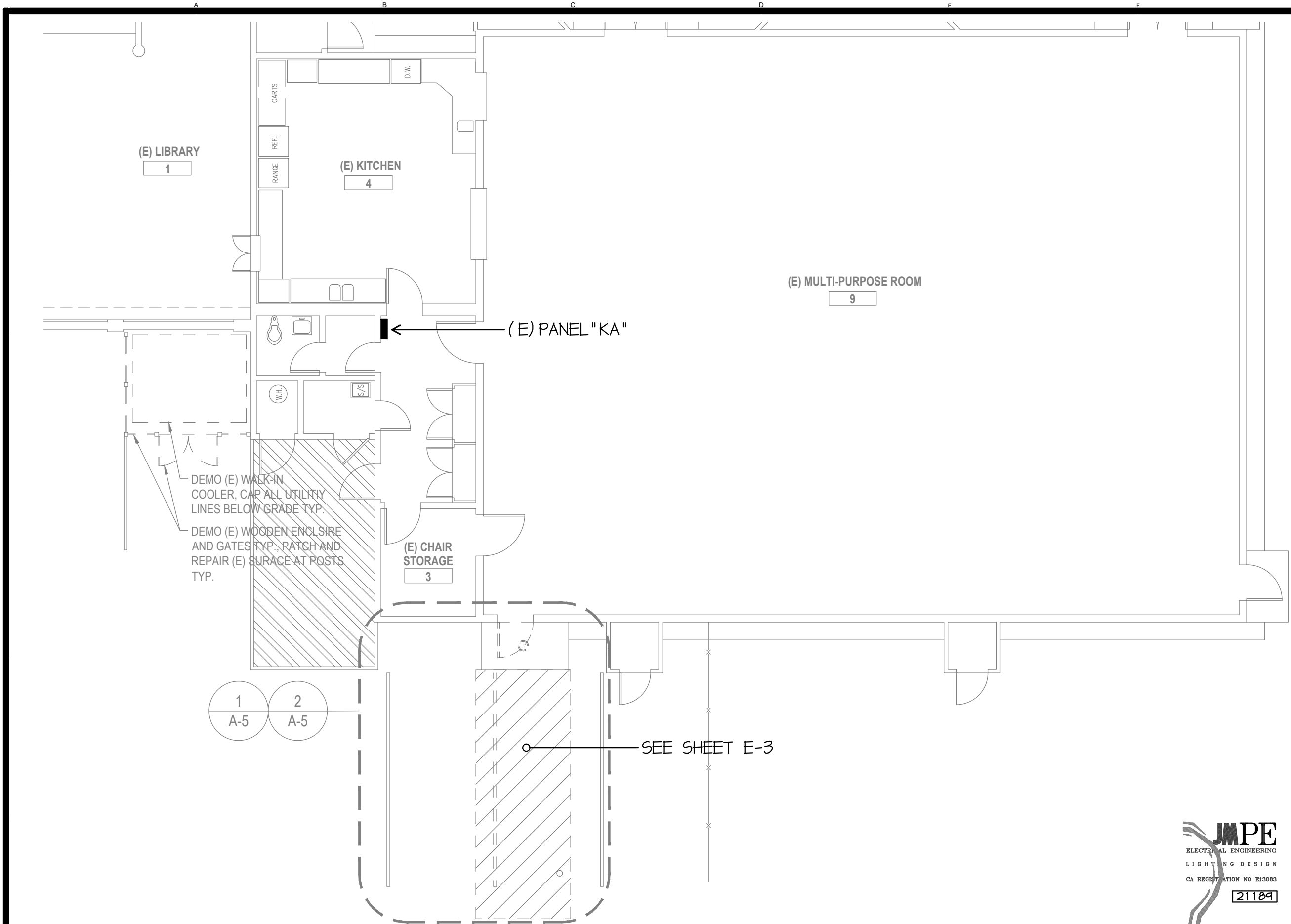
Sheet No.: E-1



NOTE: NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.

FLEWELLING & MOODY
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(E) LIBRARY
1

(E) KITCHEN
4

(E) MULTI-PURPOSE ROOM
9

(E) PANEL "KA"

(E) CHAIR STORAGE
3

DEMO (E) WALK-IN COOLER, CAP ALL UTILITY LINES BELOW GRADE TYP.
DEMO (E) WOODEN ENCLISRE AND GATES TYP., PATCH AND REPAIR (E) SURACE AT POSTS TYP.

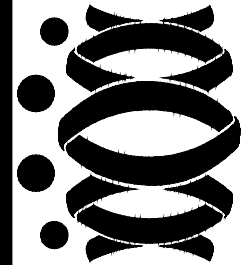
SEE SHEET E-3

1 A-5
2 A-5

OVERALL FLOOR PLAN - MPR
SCALE : 1/8" = 1'-0"

1
-

JMPE
ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083
21189
627 OLIVE STREET
SANTA BARBARA CA 93105
(805) 569-9216
FAX (805) 569-2405
email : maloney@jmpe.net
www.jmpe.net



FLEWELLING & MOODY
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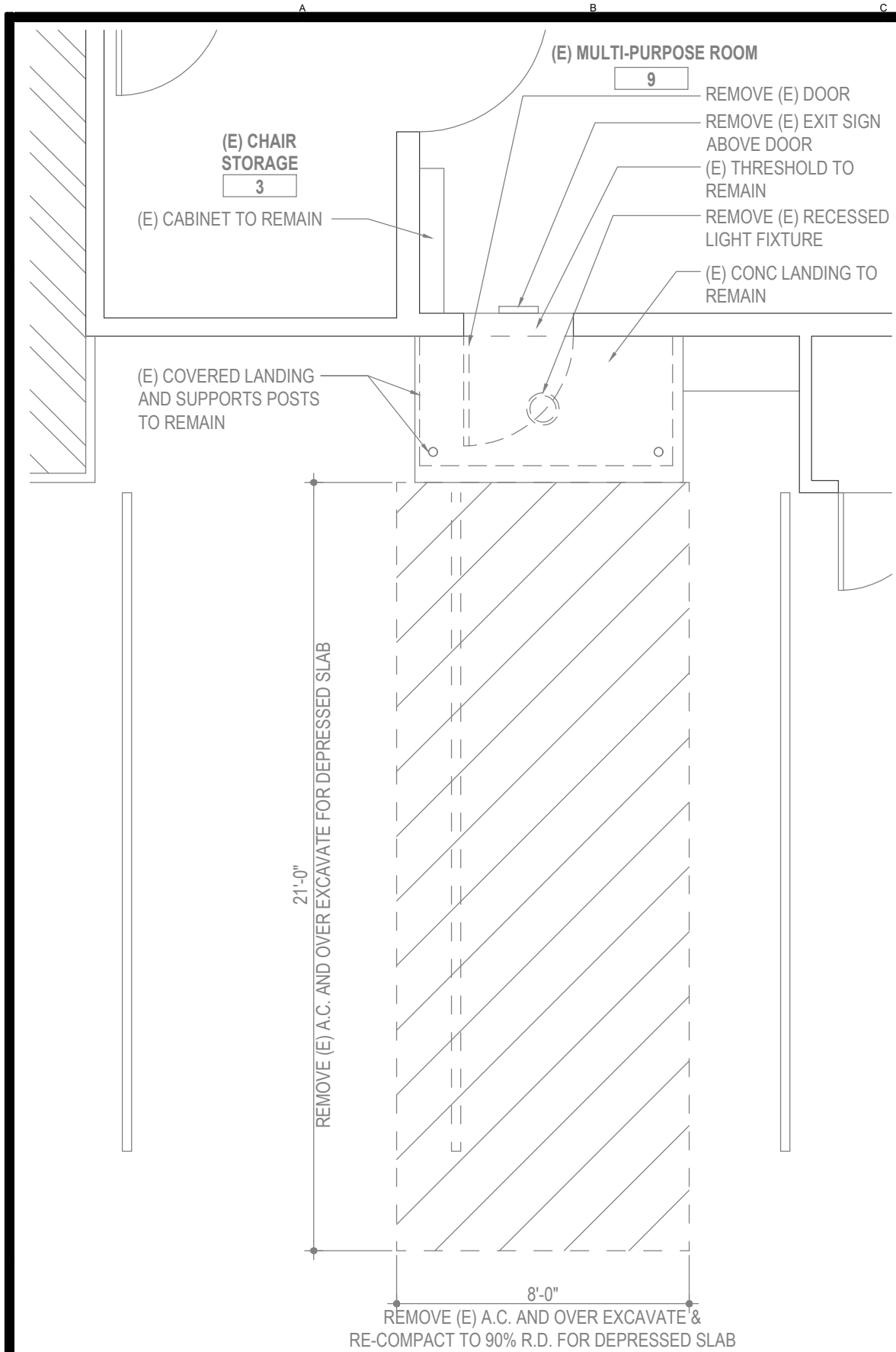
OVERALL MULTI-PURPOSE FLOOR PLAN

WALK-IN COOLER / FREEZER COMBINATION UNIT
AT BERNICE CURREN SCHOOL
1101 N. F STREET
OXNARD, CA 93030
OXNARD SCHOOL DISTRICT

Date
04-02-2021

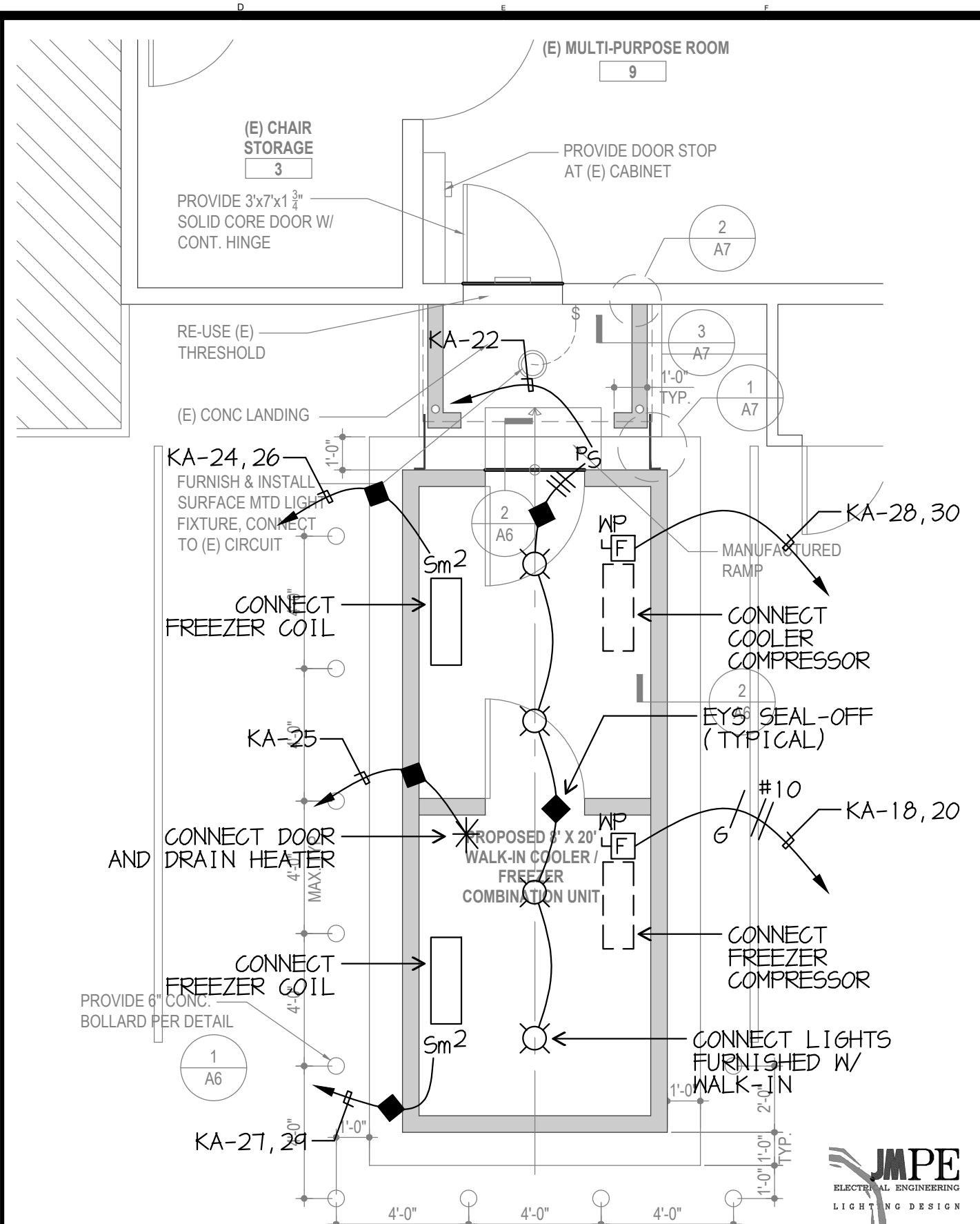
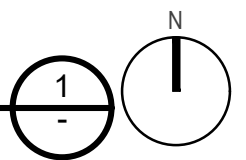
Job No.
2942

Sheet No.
E-2



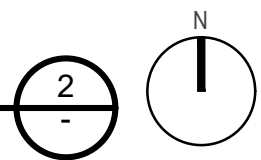
PARTIAL ENLARGED DEMOLITION PLAN

SCALE : 1/4" = 1'-0"



PARTIAL ENLARGED RECONSTRUCTION PLAN

SCALE : 1/4" = 1'-0"



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email : maloney@jmpe.net
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ENLARGED DEMOLITION AND RECONSTRUCTION PLANS

WALK-IN COOLER / FREEZER COMBINATION UNIT
AT BERNICE CURREN SCHOOL
1101 N. F STREET
OXNARD, CA 93030
OXNARD SCHOOL DISTRICT

Date	04-02-2021
Job No.	2942
Sheet No.	E-3

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SECTION 00310

AGREEMENT #21-166

THIS AGREEMENT is made this 15th day of December, 2021, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District", and Ardalan Construction Company Inc., hereinafter called the "Contractor", with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #21-INF-01

**Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and
New Walk-In Freezer at Driffill**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. Final completion of the work shall be achieved within **Seventy-One (71) Calendar Days** beginning **December 16, 2021** and ending **February 25, 2022**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **One Hundred Fifty-Three Thousand Three Hundred Dollars** (\$153,300.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve

Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|----------------------------------------|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder's Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

**ARDALAN CONSTRUCTION
COMPANY INC.**

OXNARD SCHOOL DISTRICT,
a California School District

893121
(Contractor's License Number)

By: Ruth F. Quinto 12/14/2021
Ruth F. Quinto, Assistant Superintendent,
Business & Fiscal Services

By: M. Ardalan
Name: Mozafar Ardalan
Title: President
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #22-215 – Art Trek Inc. (DeGenna/Cordes)

Art Trek Inc. is currently providing instructors for on-site/in person art lessons, including materials, to K-5 grade students at Lemonwood School.

Term of Agreement: February 9, 2023 through June 16, 2023

FISCAL IMPACT:

Not to Exceed \$13,537.50 – Title 1 funds

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-215 with Art Trek Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-215 - Art Trek \(1 Page\)](#)
- [Certificate of Insurance \(13 Pages\)](#)
- [Additional Liability Insurance \(2 Pages\)](#)



ART TREK, INC.

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

2022-2023 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES ART JOURNAL CLASSES

This Agreement for Instructional Services between Lemonwood Elementary School with its address at 2200 Carnegie Court, Oxnard CA 93033 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

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

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services from February 9, 2023 to June 16, 2023

- Art Trek Site Instructors for X art lessons K-5th grades throughout the year
These classes will be on site for 22 classes each week for a total of 23.75 hours per week on campus
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per week. Total number of hours per lesson equals 23.75.

• **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour
23.75 hours per week x 6 weeks x \$95 per hour = \$13,537.50

TOTAL: \$13,537.50 for the classes February 9, 2023 – June 16, 2023.

INVOICING

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

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

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



Nan Young, Director

Jan 19, 2023

Date

Valerie Mitchell, Asst. Supt.,
Business & Fiscal Services

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2022

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

PRODUCER Tolman & Wiker Insurance Services, LLC P.O. Box 1312 Oxnard CA 93032		CONTACT NAME: Erin Highberg PHONE (A/C, No, Ext): (661) 616-4714 E-MAIL ADDRESS: ehighberg@tolmanandwiker.com		FAX (A/C, No): (661) 616-4714	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Philadelphia Indemnity Ins Co			18058
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED Art Trek Inc. 703 Rancho Conejo Blvd. Newbury Park CA 91320					

COVERAGES

CERTIFICATE NUMBER: 22/23 PROJECT

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		PHPK2406218	06/04/2022	06/04/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE	\$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form PIGLDHS1011. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Lisa Franz, Purchasing D 1051 South A. Street Oxnard CA 93030-7442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
 - (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Approval of Expanded Learning Opportunity Program Plan (DeGenna/Shea)

The Expanded Learning Opportunity Program (ELOP) funding requires Oxnard School District to provide out-of-school time activities for students in TK-6th grade. ELOP requires a board-approved plan for program operations. The plan outlines programs operations through the 12 Quality Standards for After School Programs: safe and supportive environment; active and engaged learning; skill building; youth voice and leadership' healthy choices and behaviors; diversity access and equity; quality staff; clear vision, mission, and purpose; collaborative partnership; continuous quality improvement; program management; and sustainability.

ELOP requires before-school, after-school, summer, and intersession to be provided for Oxnard School District families. ELOP focuses on supporting the whole child by developing students' academic, social, emotional, and physical needs and interests through engaging, hands-on learning experiences and developing the traits of the OSD Student Profile.

FISCAL IMPACT:

None

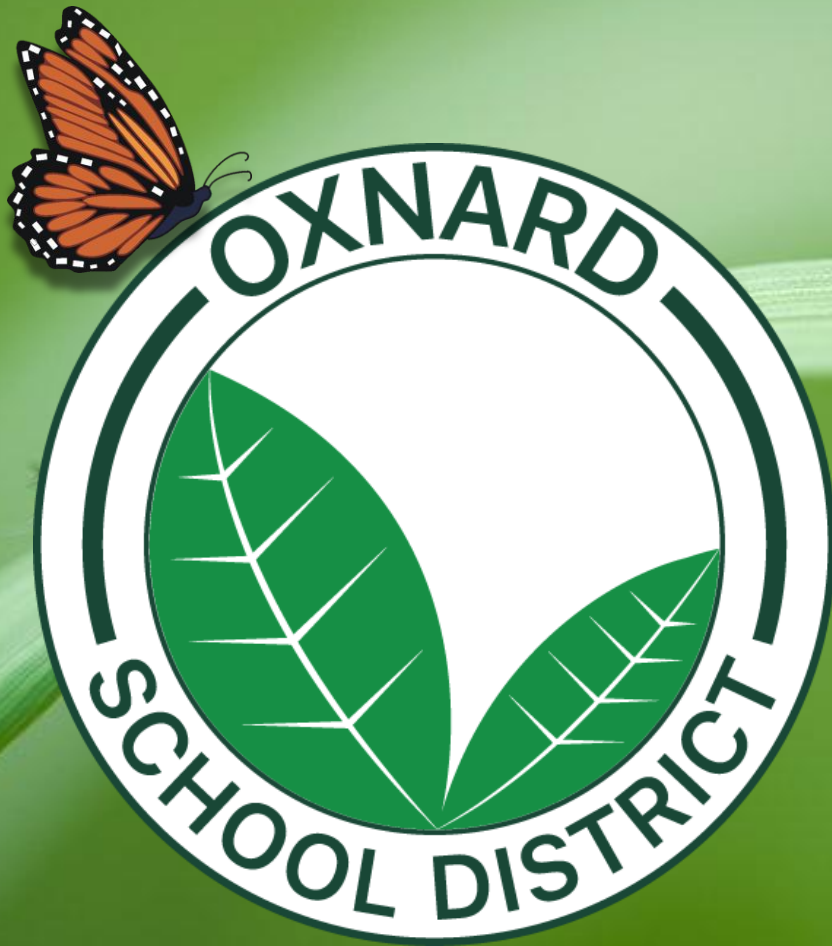
RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approves the Expanded Learning Opportunity Program Plan as presented.

ADDITIONAL MATERIALS:

Attached: [OSD 2022 ELOP Board Presentation \(15 pgs\) .pdf](#)

[Expanded Learning Opportunities Program Plan Guide \(16 pgs\).pdf](#)



Oxnard School District Expanded Learning Opportunity Program

Program Plan
2022-2023



Expanded Learning Opportunities



Before school, after school, summer or intersession focusing on developing academic, social ,emotional, and physical needs and interests of students through engaging, hands on learning experiences.



Vision, Mission and Purpose



Oxnard Empowers

CHANGING THE WORLD!

To Nurture Inspired, Accomplished, Multilingual Global Citizens
~In School and Beyond

Our Commitment is to:

Ignite, Transform, Nurture, Embrace



OSD Student Profile

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

Innovator

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

Problem Solver

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

Achiever

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

Global Thinker

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



Collaborator

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

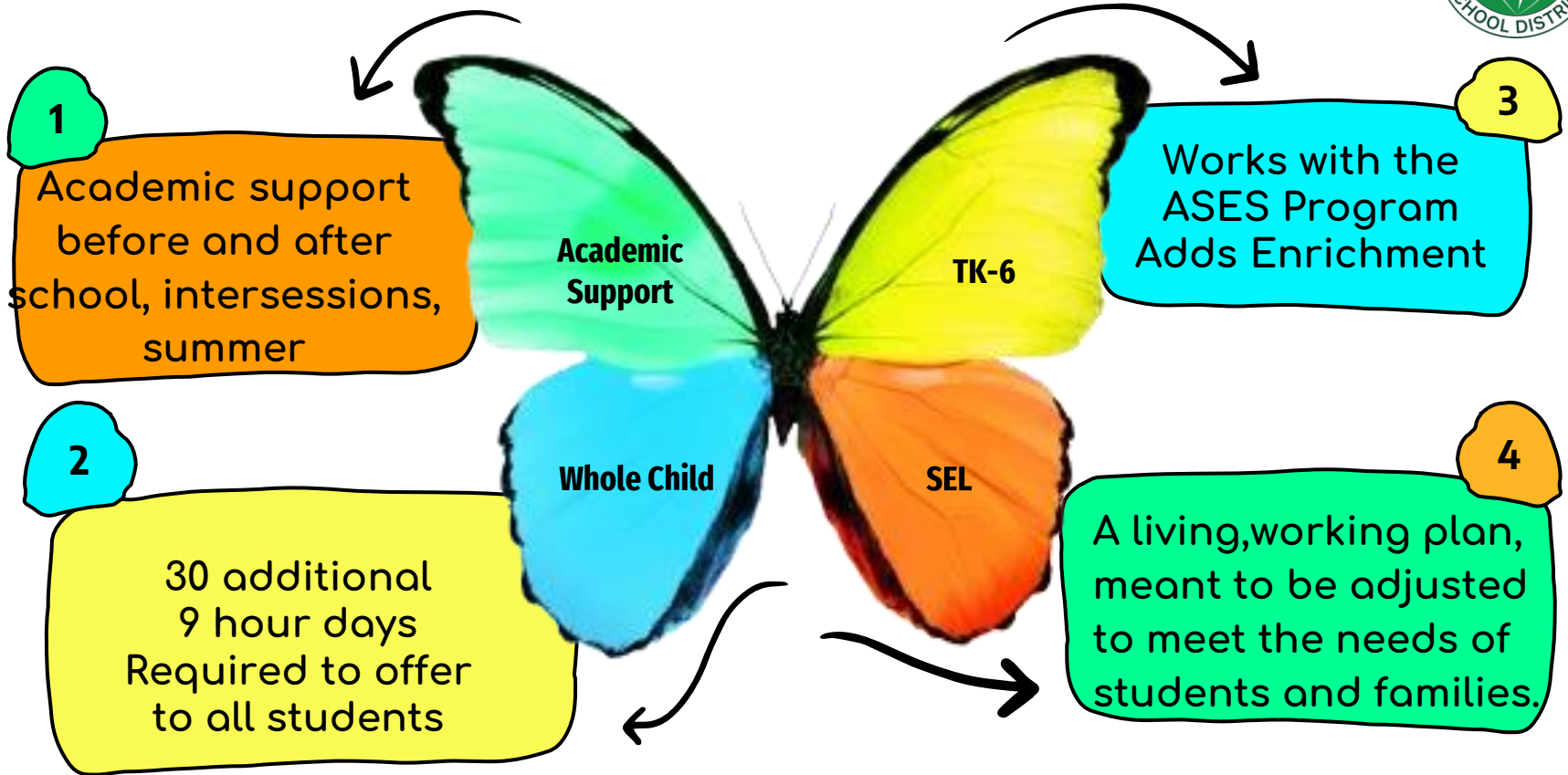
Digital Learner

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

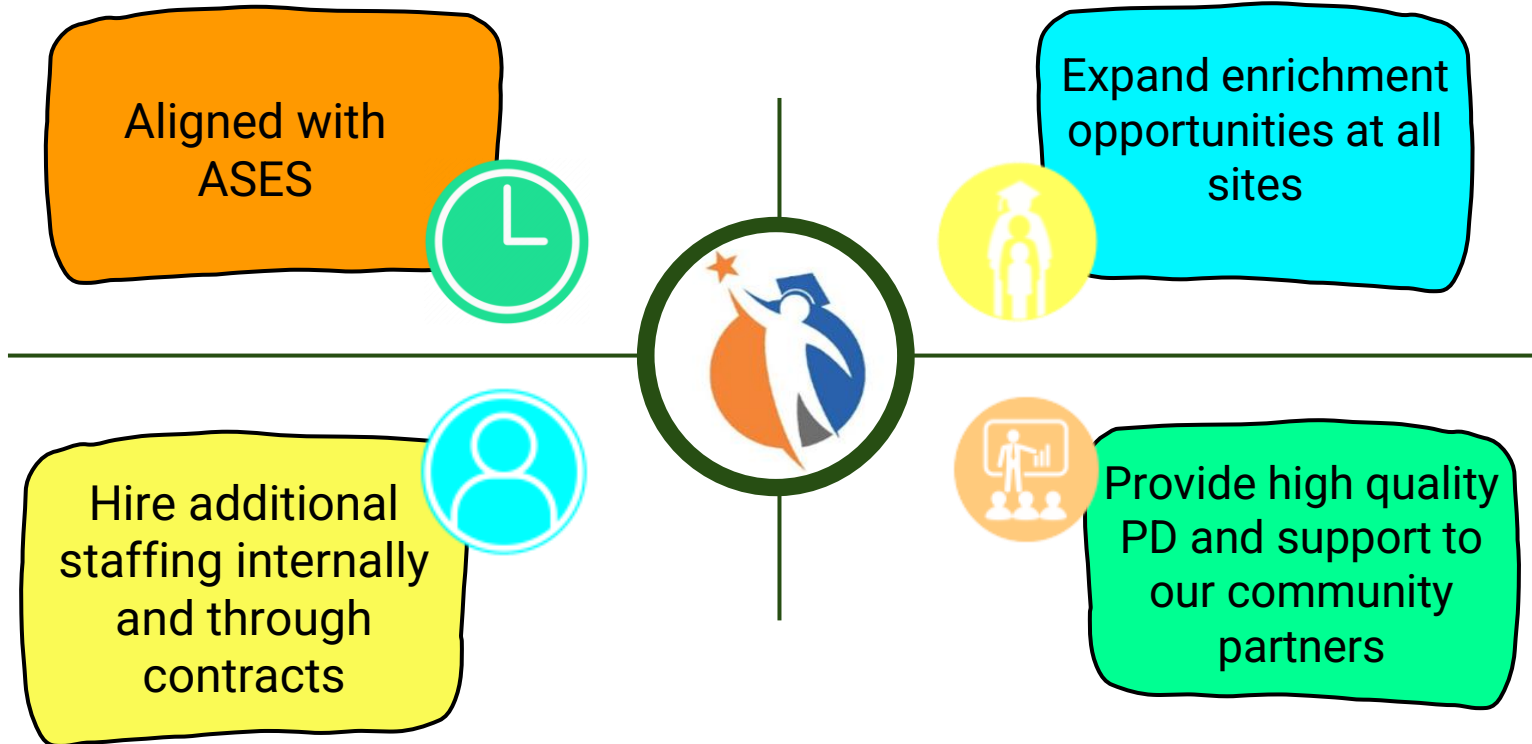
Focused on the Future

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

What is ELO- P?



Programming



ELOP Funding



- ❖ Ongoing starting 2021-2022
- ❖ Reporting: 2023-2024
- ❖ Requirements must be met or we “send back” % if we do not meet the requirements by 2024



Requirements



We **MUST** provide access to ANY family who requests access (commencing in 23-24)



Provide a comprehensive 9 hour day (Bell to bell + extended learning)



Funds **MUST** be spent for programs outside the regular, instructional day



30 additional school 9 hour school days



Offer program to ALL unduplicated pupils



TK-6 served first
Ratio 20:1 1st-8th
Ratio 10:1 for TK



Board Approved Program Plan



Board Approved Program Plan Quality Standards for Expanded Learning



- Safe and Supportive Environment
- Active and Engaged Learning
- Skill Building
- Youth Voice and Leadership
- Healthy Choices and Behaviors
- Diversity, Access and Equity
- Quality Staff
- Clear Vision, Mission and Purpose
- Collaborative Partnerships
- Continuous Quality Improvement
- Program management
- Sustainability





Implementation

ASES

- 20 existing school sites
- Scholars Program
- 100-120 Students per school
- Five days per week

Grades TK-8

- Continued ASES Funding
- ELOP can be used for all grades if TK-6 obligation met
- Increase the staffing for after school and intersession enrichment and support

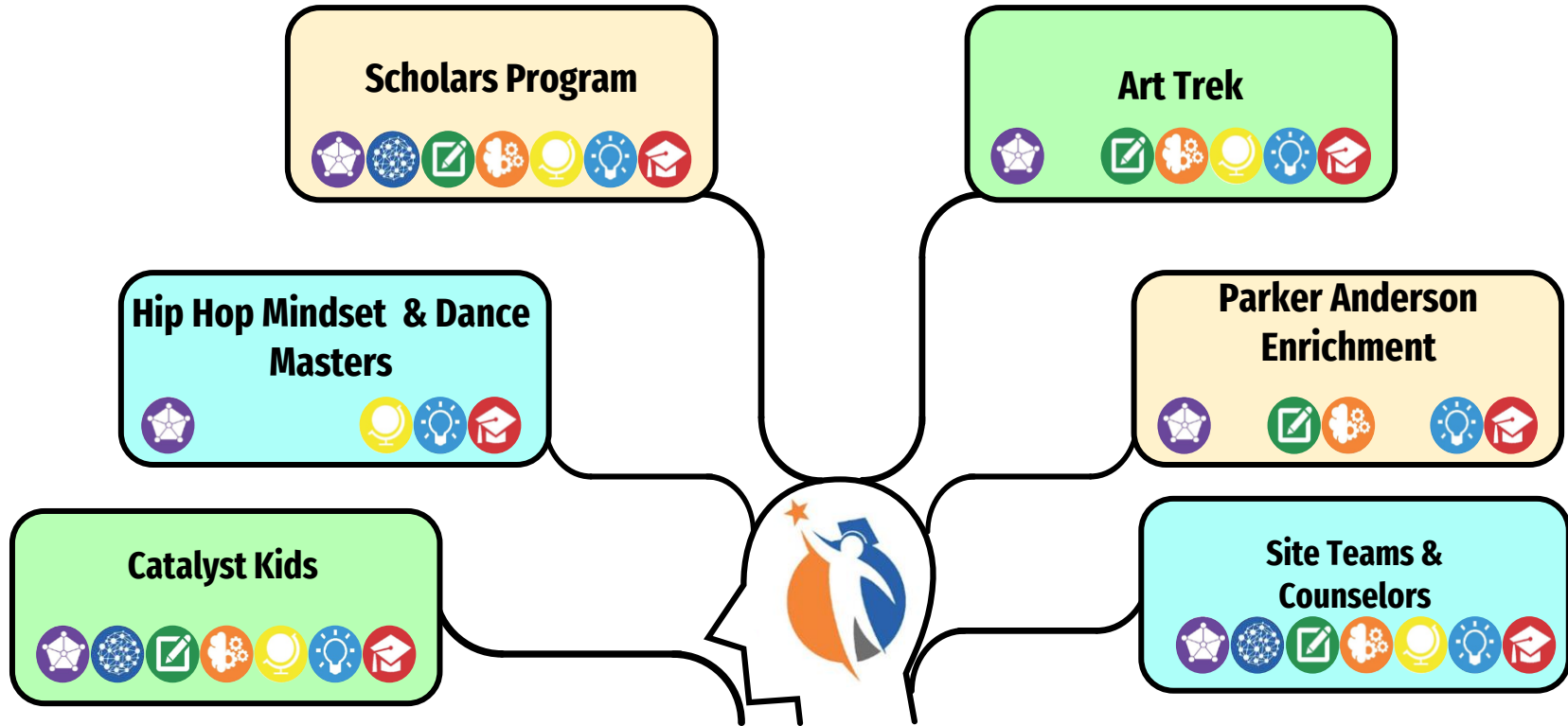
Staffing Implementation

- Add Full Time Coordinator Positions
- Add Full time lead positions with the Scholars Program
- Increase # of Scholars Staff
- Promote ASES Supervisor to FT
- Add 7 Counselors
- Add Administrator to support

Staffing Requirements

- Paraprofessional qualified
- Increase staff and partnerships to serve additional students

Communication, Community Partners, Collaboration & Contracts





Added Enrichment

Aligned with the Student Profile



Lego



Math Lab and Math Hoops



**STEAM Labs
Science Camps**



Visual and Performing Arts



**Teacher Led Clubs
Passion Projects**



UCSB Scripts Writing Project



Ideas on the Horizon

Planing activities that are connected to each school's strand focus



Trips to the Pantages

Theater

Physics Day

Girl Scouts

Percussive Story Telling



Steam Labs

Music programs

Fitness Centers



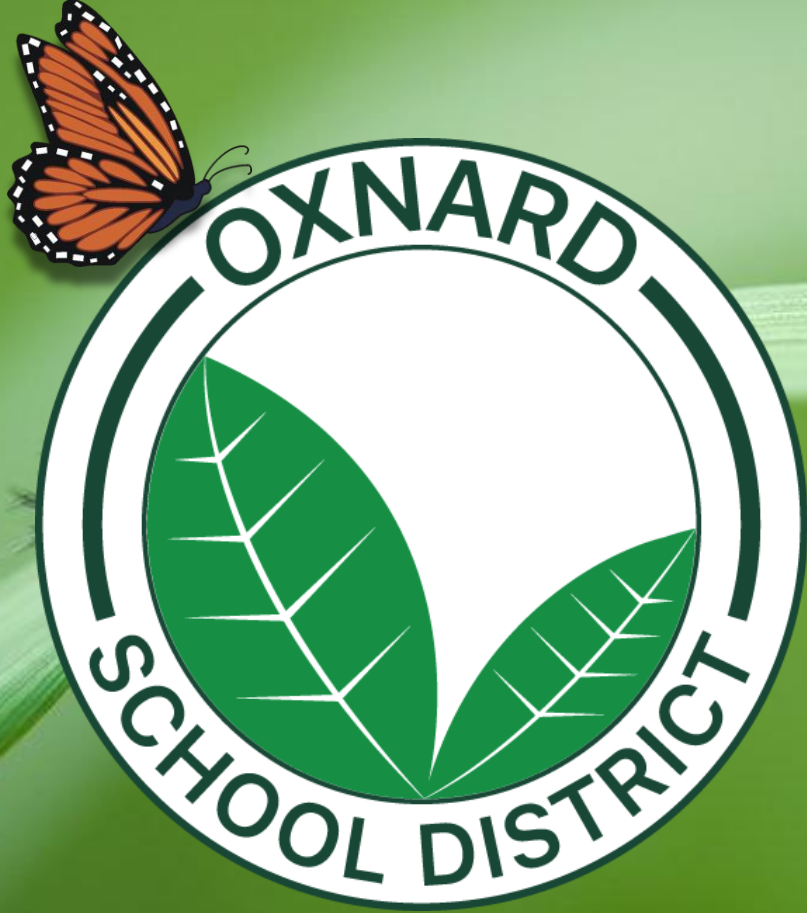
Expanded Learning Opportunity Program Plan

Before we implement the ideas on the horizon, we must have a board approved program plan.

As the program continues to grow, the program plan:

- Is a guide for operations
- Can be updated/changed at any time
- Planned expenditures may be updated based on pupil need
- Must be posted on the district web page





**Thank you
and
Questions**

Expanded Learning Opportunities Program Plan Guide

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	Oxnard School District
Contact Name:	Dr. Karling Aguilera-Fort
Contact Email:	kaguilerafort@oxnardsd.org
Contact Phone:	(805)385-1501

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Cesar E. Chavez Elementary
2. Christa McAuliffe Elementary
3. Curren Elementary
4. Dr. Manuel M. Lopez Academy
5. Driffill Elementary
6. Elm Street Elementary
7. Emily Ritchen Elementary
8. Fremont Academy of Environmental Science and Innovative Design
9. Harrington Elementary
10. Juan Lagunas Soria
11. Kamala Elementary
12. Lemonwood Elementary
13. Marina West Elementary
14. McKinna Elementary
15. Norman R. Brekke Elementary
16. R. J. Frank Academy of Marine Science & Engineering
17. Ramona Elementary
18. Rose Ave. Elementary
19. Sierra Linda
20. Thurgood Marshall Elementary

Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Oxnard School District offers an expansive expanded learning program at each of the 20 schools in Oxnard School District. The program trains staff to build relationships with and use CHAMPS to create a safe and supportive environment. Relationships are built using the Search Institute Relationship Framework. Activities are planned and designed around experiences. Students engage in Social and Emotional Learning lessons with program staff and counselors (such as kid-grit, Beat the Odds, and Every Monday Matters). Students are connected to global events The physical activity program is based on a Fun for All philosophy that teaches non-competitive sports and utilizes SPARK for Afterschool.

The District emphasizes safety both during and outside of the instructional day through closed campuses, campus supervisors, and structured activities that keep students participating in school. The program is included in each school's safety plan and follow district requirements for volunteers, fingerprint and TB testing. The District's Expanded Learning Opportunities Programs (ELO-P) sites create a safe environment for students through training, resources, and practices for staff that align with the instructional day. ELOP staff are first-aid and CPR trained and are able to administer epi-pen if necessary. The program practices fire, earthquake, and intruder drill procedures; classroom management; and Positive Behavioral Interventions and Supports (PBIS) that are in alignment with Oxnard School District policies and requirements. Resources for staff include emergency guidelines posted in every classroom during regular and expanded day. The program runs earthquake, fire and lockdown drills in partnership with the school administration. Staff are issued hand radios to aid in site communication.

Staff wear badges and clearly recognizable uniforms that make them clearly recognizable on campus.

All visitors must enter through the main office or contact the site coordinator cell phone to receive a visitor badge before accessing campus. Staff take daily attendance to identify absent and participating students. At the end of each program day, parents or authorized designees must sign out students, and a minimum of 2 staff members greet them, check identification, and re-verify authorization for unfamiliar designees. Any incidents or injuries are thoroughly documented, including witness statements. Family members and appropriate emergency response and district personnel are contacted immediately by phone or emergency radio.

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Students who attend the Scholars program (Monday-Friday) engage in activities to support homework time, literacy, math, art, recreation and STEAM activities. Activities are designed to be hands on and build language skills through opportunities to talk and share about learning.

Students who participate in special enrichment activities (limited term), engage in content focused on specialized topic or skill. These activities include dance, science, engineering, art, music and other topics requested by students and families.

All activities allow students to think critically, collaborate, work individually, go at whatever pace they can, there is opportunity for peer leadership and hands on advocacy projects. Lessons and activities are planned to coordinate with topics the students learn during the school day.

Special events and field trips are included to provide real world experiences. These include but are not limited to Fun Fest, Rock n2 Sports, theater performances, sporting events, college visits and many more.

Program staff are included in the CoST meetings to review student support when needed. Student data (EL status, STAR 360, CST,...) to provide academic support and extend student application and understanding of content. Relationship building and connectedness are intentional to support the Social and Emotional Learning of students. Curriculums such as kid-grit, Every Monday Matters and SPARK provide opportunities to intentionally build on the social and emotional learning of students. Counselors also provide opportunities to help students engage with each other and process their feelings.

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

The program works with academic and social-emotional data from the school day to support building the skills of students who participate.

Students have opportunities to engage in hands on activities where they can apply the lessons learned from the school day. Students engage in art, math games, literacy, nutrition, physical education and special enrichment. Students demonstrate problem solving skills through experience based learning that includes critical thinking, communication, collaboration and creativity. Homework time is provided daily.

Activities through our art program support English development for our English Learner students. The projects build academic language by identifying specific vocabulary

Counselors provide skill building support by offering Social and Emotional Lessons and coaching for students who attend. They also support a college going mindset by providing information on high school and college requirements for student and their parents.

Teacher Liaisons support student skill building by using data from the school day to help plan activities and supports for students attending the program.

Skills are further developed during summer and intersession activities. The summer program is a camp environment that focuses on Writing and STEAM activities and provides opportunities for students to connect learning with the outside world with field trips to visit the concepts they are learning in action in the real world. Enrichment activities are planned to support career exploration and connect the students to the community around them.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Students are provided an opportunity to have a voice and say in program activities. This happens through student surveys, feedback, requests and by providing leadership opportunities during the program. Older students mentor and lead Fun Friday Activities and help lead some of the recreation activities.

Students also participate in leadership clubs such as the Superintendent Fellows, Student Leaders, Friday Night Live and ASB. The program provides caring relationship with adult role models, high expectations and opportunities for meaningful engagement.

Students that participate in clubs are encouraged to select a project to focus on for the year. They develop and produce a project connected to the new founded self-awareness and exploration of social issues that will be presented in whatever format suits their learning style i.e.: iMovie, PowerPoint, diorama, song, hip-hop, interpretive dance, spoken word, poetry, social justice project or service learning.

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Counselors work with students in the program to build resilience and focus on SEL. The program uses programs like kid-grit to build social and emotional skills. Counselor have been hired to staff the program

The program has worked to earn Distinguished After School Health Recognition from the State. Students are offered 30 minutes of physical activity on a daily basis through the SPARK curriculum for after school. Students participate in the Fun for All Program. This includes sports for all students in a non-competitive environment.

All snack and drink items conform to healthy food guidelines of the USDA. The Child Nutrition Services Department provides supper program meals. Students are allowed adequate time to consume supper meal. Water is available for all students. Water bottle refill stations are located in each school's cafeteria.

The program uses healthy programs from Ventura County Public health: ReThink Your Drink, Fun and Healthy Snacking, Staff and students are encouraged to model healthy eating practices and engage in lessons around nutrition.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The program recruits staff that reflect the cultural and linguistic diversity of the community. The school district and partners are equal opportunity employers who provide training to help staff appropriately work with diverse populations and provide pathways for all students to access the program.

The program supports the participation of all students working with the district to ensure student success. Students with disabilities are supported by the school team working with the program to ensure proper supports are in place for student success. Foster and homeless students have priority enrollment.

Students are comfortable sharing and are given opportunities to share from their own experiences. The program is committed to diversity and equity and includes this in their materials and policies. The program seeks information and strategies to support all students.

Activities are planned to address the exploration of race and ethnicity. Connecting to youth voice and leadership, there are activities that also bring to light inequalities with youth and asks students to come up with their own solutions.

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

Active recruitment of staff is ongoing. Job opportunities are shared with volunteers, parents and community. All staff are required to be Para-Educator qualified as outlined by Ed Code. Staff are TB and DOJ screened. Active recruitment and partnerships are key to maintaining quality staff. Partnerships with the high school career academies and with local community colleges assists with recruitment. The program and partners advertise through multiple methods including newspaper, social media, internet job boards and fliers. Staff that are hired are trained in classroom management, emergency procedures and content/activity delivery. We actively seek staff who have specialized enrichment skills and talent such as visual and performing arts, music, athletics, and science. We partner with the local high school academies to provide opportunities for older youth to volunteer with the students in the program who then once they graduate come back to the program as employees. Additionally, we work with the local community college to advertise and recruit. All volunteers are partnered with staff or a school teacher while they work with students. Volunteers must follow our volunteer process.

Program staff are hired to fulfill the following roles in the program: Site coordinator, lead staff, counselor, liaison, coach, and enrichment lead. Program administration staff include: Director of Enrichment and Specialized Programs, Administrative Assistant, Secretary, Assistant Principal. As the program expands, there may be a need to expand staff to include additional school site positions and other logistical positions such as warehouse staff, custodial support, human resources support and payroll support.

Coordinators work with the principal, office manager, liaison, cafeteria and custodial staff to communicate needs of the program. The coordinator facilitates the safe and organized participation of students in the multiple activities afterschool. They are responsible for ensuring the enrichment staff have what they need for the day. The Coordinator is also responsible for collecting and marking attendance in Q.

Site staff attend monthly training to support the activities they do with the students. The staff experience all lessons as if they were a student and are shown how to lead the activity or teach the content to students. Staff are first aid and CPR trained, Staff are supported with challenges and share best practices. Credentialed regular day teachers (liaisons) support the after school program at each site by modeling lessons, supporting behavior management and coaching the staff in the program.

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The Expanded Learning Opportunity Program encompasses everything that happens outside of the regular school day.

Vision: CHANGING THE WORLD! Nurturing Inspired, Accomplished, Multilingual Global Citizens ~ In School and Beyond

Mission: The Expanded Learning Opportunity Program will support the Oxnard School District mission by helping (to champion) students develop twenty-first century skills through activities which promote communication, collaboration, critical thinking and creativity, supporting the development specific strand of each site.

The goals of the program are to:

1. Align with the regular day
2. Academic focus on writing applications, reading comprehension, algebra functions and geometry
3. Provide enrichment and physical activities
4. Develop a connection to the community.

The program seeks to support the vision and mission through a Continuous Quality Improvement process that focuses on the 12 Quality Standards for Expanded Learning. Each school site sets goals related to point of service standards: safe and supportive environment, active engaged learning, skill building, youth voice and leadership, healthy choices and behaviors, and diversity, access and equity. Sites set goals, implement the goal, review the goal, adjusted and continued. The program management additionally uses the quality standards to focus on quality staff, having a clear vision and mission, collaborative partnerships, continuous improvement, program management and sustainability.

9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

Collaborative partnerships are a vital component of our program delivery to our students. Providing opportunities for our community agencies to learn more about the regular day and how they can support through the Expanded Learning Opportunity Program is vital to supporting our program goals. The site coordinator position facilitates the variety of activities that happen after school. They work with all partners to ensure the successful enrollment and participation of students in the activities.

The district team supports partners with professional development and regular meetings to ensure successful delivery of the program at the schools. All partners participate in the Continuous Quality Improvement process and operations at the school site. As other partners are added, they are included in this process.

The program mission includes aligning each schools individual strand focus for the activities and experiences brought to students in the program. As the ELOP Expansion of our program continues, we are seeking new and innovative partnerships to bring in opportunities for our students. Our proposed partners are:

- Scholars Program
- Catalyst Kids
- Art Trek
- Parker Anderson Enrichment
- Hip Hop Mindset
- Dance Masters
- Drumtime
- UCSB Scripts Writing Program
- Lego
- Percussive Storytelling
- Music Center
- Math Hoops
- Positive Adventures

10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.

Each school site sets goals related to point of service standards: safe and supportive environment, active engaged learning, skill building, youth voice and leadership, healthy choices and behaviors, and diversity, access and equity. Sites set goals, implement the goal, review the goal, adjusted and continued. The program management additionally

uses the quality standards to focus on quality staff, having a clear vision and mission, collaborative partnerships, continuous improvement, program management and sustainability.

The site coordinator, liaison, site administrator and counselor reviews academic and SEL data to identify and create opportunities for student success through group support in the expanded learning environment.

The CQI process for the school sites is facilitated by the district twice a year. After analyzing the program at the site with feedback from staff, students and parents, the coordinator sets a goal for the site in one of the quality standard areas, works toward that goal and analyzes their own progress. At the second review of CQI, the site determines if they have met their goal or need to make changes to achieve the goal. This process provides ownership at the school site level. The CQI process at the district level is reviewed each year and then every three years, the CQI process is used to update the program plan through an open community process that includes representation of all stakeholders.

Through partnership with regular day staff, our Expanded Learning Programs collect and analyze data throughout the year that pertains to student achievement and behavioral outcomes. Our program goals strive to create a responsive environment for diverse youth and to eliminate social and educational disparities. Outcome measures include the acquisition of knowledge and pro-social skills that create a foundation of long-term academic, behavioral and social success. Following the CDE's Guidance for a Continuous Quality Improvement Process for Expanded Learning, our program sites develop an annual Quality Improvement Plan to address priority needs. Site coordinators and liaisons consult with stakeholders, selects assessment tools and strategies, and determines areas of focus for improvement accompanied by an action plan. In the interest of continuously improving program offerings and meeting the needs of the communities served, Oxnard's after school programs have mechanisms for gathering feedback from stakeholders throughout the year. We elicit student input through direct surveys, student enrichment selection, feedback and student engagement data such as Panorama Data. Family input is gathered through multilingual parent surveys and conversations with families at site-specific Family Night Meetings held 2-3 times per year all of which may be provided virtually if required by health guidelines. Staff input is collected using the California School Climate Staff Survey and the CDE's recommended Quality Self-Assessment Tool, where staff use Quality Standards to self-report on and review program areas. Expanded Learning staff also analyze site-level surveys to identify growth targets for individual sites. Specific sites address these goals through their CQI plan. Expanded Learning staff use a range of measurements to assess student performance and identify areas of intervention.

Throughout the year ELO-P staff use district data systems inform academic interventions, student support groupings and academic enrichment offerings to create the best possible outcomes for all students. Site Coordinators and teacher liaisons use these materials for evidence-based intervention and to implement targeted instructional strategies to improve student achievement. Site Coordinators use these data to track students' regular day progress and align ELO-P interventions and support with instructional day practices. Small group tutoring supports students who are struggling to meet monthly academic targets, have behavioral or social goals, or would benefit from language and vocabulary development. Our ELO-P program provides multi-tiered offerings and group projects that support all students at an individual level including GATE activities for accelerated students as well as intervention activities for students who need additional reinforcement to master concepts and supports for students with disabilities.

As a component of the annual CQI cycle, the Expanded Learning team gathers stakeholder input from family meetings held at school sites in the fall. At these meetings, after school staff explain the CQI process to families and distribute surveys both in person and via email or online platform. The surveys include multiple choice questions and additional space for comments and suggestions. Expanded Learning administration analyze both site-specific and district-wide data collected from the surveys.

Expanded Learning staff also engage in team reflection using the Quality Self-Assessment Tool (QSAT) recommended by the California Afterschool Network to determine program strengths and areas to target for improvement. Each site has identified 1-2 areas of focus with 2-3 action items for each area. Site Coordinators have formed professional learning communities around similar needs to collaborate on identifying resources and achieving similar goals. They also created progress monitoring timelines and implemented action items.

11—Program Management

Describe the plan for program management.

Our program uses our vision and mission and the student profile as a guide to designing a fiscally responsible program that aligns its offerings with stated goals and desired outcomes. ELO-P staff work to close the opportunity gap and create successful outcomes for youth through the use of qualified personnel and coordination with our community partners. Our program selects contracted providers, program staff, instructional materials, healthy meal options and educational field trips for experiential learning that directly support our vision, mission and goals. Site coordinators manage core programs designed to provide individualized academic, behavioral, social-emotional and language support in after school and summer through the use of regular day resources including technology, apps, classroom equipment, and the school library. Teachers, paraeducators and community partners implement CHAMPS strategies to maintain physically and emotionally safe environments. Core enrichment activities and daily meals meet physical activity and nutritional needs. Based on expanded learning policy recommendations, sites operate a working budget to support the implementation of enrichment offerings and to respond to community needs. Sites provide training and resources for staff who have an interest, talent or passion they wish to share with students.

Overseeing this structure are the Expanded Learning Director and Assistant Principal whose roles and responsibilities include but are not limited to the following: developing new programs; providing support for and evaluation of all programs and site coordinators; identifying and creating resources for program use; communicating with community partners, regional and state technical assistance, multiple district departments, families, program staff and other stakeholders to ensure that student needs are met program-wide; submitting reports and ensuring compliance for all areas of grant management; participating on state and district leadership teams; facilitating monthly meetings with all site coordinators to provide professional development and keep all sites apprised of current research and best practices in expanded learning; coordinating and facilitating CQI meetings to gather program input; facilitating quarterly professional development meetings with clerical staff; and monitoring budgets and spending to ensure programs are effectively using resources and operating within grant parameters. The director hold current administrative leadership credentials, clear teaching credentials (multiple subject and education specialist), and master's degrees. The director who is a member of the district leadership team, manages the Expanded Learning department and oversees programs that are grant- and district-funded for the entire district. The district administration reports directly to the director and provides the primary support for grant-funded programs. District hired site coordinators are in the process of being hired.

Additionally, site coordinators hold parent nights; gather stakeholder input; and design and implement the annual Continuous Quality Improvement plan. They conduct regular staff meetings and coordinate meetings and professional development opportunities for site staff. Throughout the duration of after school and summer programs, site coordinators are a visible presence on campus and work directly with staff, families and students as any needs arise. The site coordinators are supported by both the district administration and the school sites' administrative teams. All programs align with explicit and implicit governance within Oxnard School District policies and procedures. Certificated teachers provide support for academic interventions and career explorations. They also mentor paraeducators and assist with curriculum design. Lead staff are qualified as paraeducators. The paraeducators are each responsible for supervising one class comprising no more than 20 students (10 for TK). They provide homework support and student supervision, and they ensure the safety of all students during recreation and meal times.

Curriculum is created by the district and training is provided to the front-line staff. Companies specializing in enrichment have been contracted by the district and provide their own content.

Front line staff design lessons for students in select enrichment areas; follow schedules and escort students to planned activities; adhere to district guidelines and Board policy regarding employee conduct, student safety, and emergency procedures; and model best practices for health, habits of mind, and character.

Additional special education paraeducators and Health technicians are available at sites based on students' needs, health plans, and Individual Education Plans (IEPs). Paraeducators are supervised and evaluated by the site coordinators. Additional staff members support Oxnard's ELO-P include yard supervisors, a budget technician, an Expanded Learning program educator, food and nutrition staff, health assistants, custodial and bus drivers.

Coordinators use a dedicated program cell phone number. These methods allow families and community members to reach the program at all times.

Site coordinators attend monthly meetings to receive program updates, professional development, budget support, and current materials on best practices and relevant research.

Site coordinators hold regular weekly or bi-monthly staff meetings to share current and pertinent program information with all staff members. The district administration and site coordinators also meet regularly with our community partners.

The director oversees collaboration with CDE, brings in community partners, and facilitates networking opportunities and represents program interests by attending meetings and participating on committees with regional partners. Contracted providers and other community partners are invited to meet with the district administrator and site coordinators on a regular basis and participate in advisory meetings quarterly. Other key stakeholders, families, students, and community members provide a critical role in guiding programs will continue to be asked to provide feedback for the program in multiple ways.

Parents, families and community members are encouraged to participate on the District Expanded Learning Family Advisory Committee which meets biannually. Family nights and community partner events are held at every site a minimum of twice per year with virtual meetings offered as needed based on current health and safety guidance. Information, surveys, and invitations regarding the ELO-P are offered in multiple languages and translation services will be offered at meetings. Ongoing communication with external stakeholders uses multiple methods including email, phone calls, text messages, and website announcements. Site coordinators are visible during program hours. They talk with families at dismissal, collaborate with community partners during after school and regular day, and check in with subcontractors and vendors when they are on campus. Site coordinators attend monthly collaborative meetings focused on current research and best practices in Expanded Learning Programs to develop leadership skills and best support program goals and outcomes. These meetings are facilitated by the district administration to disseminate up-to-date information from the California Department of Education, the California Afterschool Network, and other vetted sources; to offer professional development provided by specialists in the field of expanded learning; and to dedicate time for site coordinators to share promising practices, collaborate, and problem-solve site issues as part of a professional learning community. Site coordinators host bi-monthly staff meetings for all members of the ELO-P site team. Site coordinators also use Oxnard's Expanded Learning Programs' vision and mission statements and the program goals and outcomes as a guide to identify areas of need and determine resources for professional development that support site staff. Frontline staff have multiple opportunities for leadership in chosen areas of interest.

Due to the ongoing expansion of this program to meet the ELO-P requirements, the program may need to secure additional resources to meet the growing demands of the program. This may require the purchase or leasing of warehouse space, portable classrooms, training space, additional office space for program staff, purchase of vans or busses to support after hours program operation. Additionally, this may require building out steam labs, music labs, and dance space, and other facilities that meet the needs of added enrichment.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

ELO-P funding will be used in Oxnard School District to provide one comprehensive universal program. The program will include daily programming for families who need enrichment programming Monday-Friday until 6:00PM every day. ELO-P funding will be used to recruit staff to expand availability in the daily program. Clubs and seasonal enrichment will be offered to families who would like limited programming for a short period of time or once a week. All activities will have attendance collected that will contribute to both ELO-P and ASES attendance expectations. The program will run as one comprehensive program with options that families can select to meet their needs.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

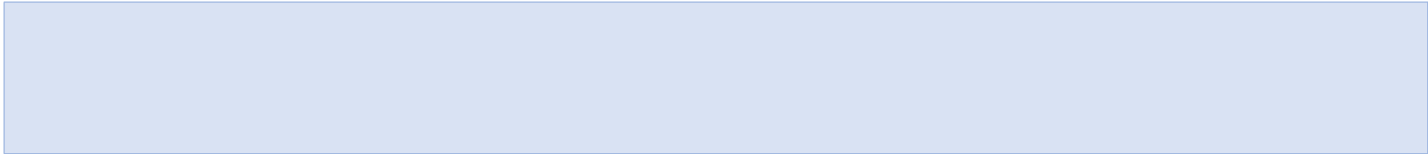
The district will contract with a provider with expertise in early childhood education to provide after school programming to students in TK and K. The district will secure age appropriate facilities for these classes to operate. The staff to student ratio will be 10:1.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Kindergarten Sample Schedule for ELOP

Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:00-1:20	Snack	Snack	Snack	Snack	Snack
1:20-1:45	Welcome and SEL Circle	Welcome and SEL Circle	Welcome and SEL Circle	Welcome and SEL Circle	Welcome and SEL Circle
1:45-2:00	Homework Help	Homework Help	Homework Help	Homework Help	Homework Help
2:00-2:15	Sing/Dance	Sing/Dance	Sing/Dance	Sing/Dance	Sing/Dance
2:15-2:30	Read Aloud	Review Read Aloud	Read Aloud	Review Read Aloud	Choose Favorite
2:30-2:50	Journal/Writing	Journal/Writing	Journal/Writing	Journal/Writing	Art
2:50-3:20	Outdoor/PE	Outdoor/PE	Outdoor/PE	Outdoor/PE	Outdoor/PE
3:20-3:40	Quiet Time/Resting	Quiet Time/Resting	Quiet Time/Resting	Quiet Time/Resting	Quiet Time/Resting
3:40-4:00	Math	Art/Math Journal	Math	Art/Math Journal	Math
4:00-4:15	Sing/Dance	Sing/Dance	Sing/Dance	Sing/Dance	Sing/Dance
4:15-4:30	Exploration	Exploration	Exploration	Exploration	Board Games



Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture’s at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Adoption of Resolution #22-21 Award of Sole Source Contract LEGO Education (DeGenna/Shea)

The Expanding Learning Opportunity Program is implementing LEGO BricQ and Spike Essentials. LEGO is only available through LEGO Education Unity States. They are the only authorized distributor in the United States for LEGO Education products. All products are listed in the appendix of the LEGO Education sole Source Letter 2023, including related components pieces, Lesson Plans, Product Resources, and Support.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Enrichment and Specialized Programs that the Board of Trustees adopt Resolution #22-21 Award of Sole Source Contract LEGO Education for LEGO products, materials, and resources under the "sole source" exemption, which does not require a competitive bidding process.

ADDITIONAL MATERIALS:

Attached: [Resolution - Award of Sole Source Contract - LEGO Education.pdf](#)
[LEGO Education Letter.pdf](#)



BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

RESOLUTION NO. 22-21

RESOLUTION FINDING THAT LEGO EDUCATION IS A SOLE SOURCE PROVIDER AND AUTHORIZING THE AWARD OF A CONTRACT TO SAID ENTITY FOR THE PURCHASE OF LEGO BRICQ AND SPIKE ESSENTIALS PRODUCTS.,

WHEREAS, the Oxnard School District (the “District”) needs to acquire LEGO Education products, resources, and support; and

WHEREAS, the District retained the services of LEGO Education for product Lesson Plans, product resources, and Support;

WHEREAS, by letter dated January 1, 2023, a copy of which has been provided to the Board for review and consideration, LEGO Education represents to the District that LEGO Education is the only authorized channel to provide a product, including related components, pieces, Lesson Plans, Product Resources, and Support;

WHEREAS, the District investigated and determined that LEGO Education is the only channel authorized to provide these products;

WHEREAS, the *California Public Contract Code*, Section 3400(c)(3), provides that public bidding may be limited when a public agency, such as the District, makes certain findings, including the finding that “a necessary item is available from a sole source” in which case the District may identify that sole source in its bidding documents.

WHEREAS, the common law recognizes as an exception to the public bidding requirements of the *California Public Contract Code* when the underlying purpose of bidding would not be served;

WHEREAS, LEGO Education has agreed to provide products for the District; and

WHEREAS, given the factual circumstances, the need for product to provide the District the ability to implement LEGO BricQ and Spike Essentials to the students of the District.

NOW THEREFORE, the Board of Trustees of the District (the “Board”) **FINDS, RESOLVES and ORDERS** as follows:

1. All the recitals set forth above are accurate to the best of the information of the Board.
3. To the best of the District’s ability to determine, after an investigation to identify providers of LEGO Education products for the purpose of requesting bids in compliance

with the requirements of the Public Contract Code, there is only one entity and/or person capable and authorized to provide LEGO Education products.

4. An attempt to publicly bid the project for the purchase of LEGO Education products would be unavailing and would produce no advantage for the District and/or the taxpayers.

5. It is in the best interest of the District to forego competitive bidding and to authorize the Superintendent or his designee, with the assistance of the General Counsel of the District, to negotiate an agreement (“Agreement”) for Sole Source Contract with LEGO Education.

6. This Resolution having been approved by the Board, the Secretary of the Board is hereby directed and authorized to execute the Agreement referred to above when the terms and conditions thereof have been approved by the Superintendent or his designee and by the General Counsel. The Agreement is to be presented to the Board at the meeting following its execution for ratification of its terms.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, County of Ventura, State of California, this 1st day of March 2023, by the following vote:

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Ignite • Transform • Nurture • Embrace

Private and Confidential – For Recipient’s Internal Use Only



501 Boylston Street, Suite 4103
Boston, Massachusetts 02116
Telephone 800-362-4308
Fax 888-534-6784
www.LEGOeducation.com

01 January 2023

LEGO Education United States is the educational division of LEGO Brand Retail, Inc.

As at the date of this letter, LEGO Education United States is the only authorized:

- distributor in the United States of the LEGO Education products listed in the appendix to this letter for use in classroom (K through Grade 12) lessons¹; and
- provider in the United States of LEGO Education Academic Professional Development trainings and e-Learning modules.

If you have any questions, please contact our customer service department at 800-362-4308 or Orders@LEGOeducation.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Merrill", written over a light gray textured background.

Dan Merrill
General Manager
LEGO Education
(A division of LEGO Brand Retail, Inc.)

¹ Certain LEGO® Education products are also available from other authorized distributors for use in and by public and school libraries, and pre-schools. Please contact us if you are interested in receiving more information.

Private and Confidential – For Recipient’s Internal Use Only



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Appendix

<i>Product Description(s)</i>	<i>Product Number(s)</i>
LEGO® Education SPIKE™ Essential Set and related components, pieces, Lesson Plans, Product Resources and Support; and software and curricula	45345
LEGO® Education SPIKE™ Prime Set and related components, pieces, Lesson Plans, Product Resources and Support; and software and curricula	45678
LEGO® Education SPIKE™ Prime Expansion Set	45681
LEGO® Education BricQ Motion Prime Set and related components, pieces, Lesson Plans, Product Resources and Support; and software and curricula	45400
LEGO® Education BricQ Motion Essential Set and related components, pieces, Lesson Plans, Product Resources and Support; and software and curricula	45401
All sets and software associated with <i>FIRST</i> ® LEGO® League and <i>FIRST</i> ® LEGO® League Jr.	2000461, 45820, 45821, 45822

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Acceptance of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Crandall Plasencia)

The Oxnard School District Audit Report for Fiscal Year 2021-22, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2022.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Audit Report June 30, 2022 \(101 pages\)](#)

**OXNARD SCHOOL DISTRICT
VENTURA COUNTY
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2022**

NIGRO & NIGRO^{PC}

OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2022
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For the Fiscal Year Ended June 30, 2022
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Financial Section

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oxnard School District
Oxnard, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, schedule of the District's proportionate share of the net OPEB liability-MPP Program, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information, except for the LEA Organization Structure, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents, except for the LEA Organization Structure, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The LEA Organization Structure has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
February 10, 2023

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2022

This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2022. Please read it in conjunction with the District's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

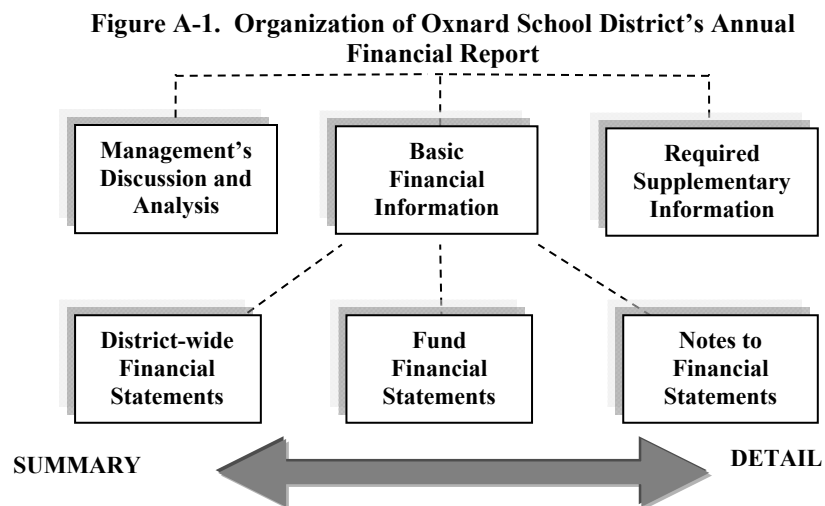
- The District's overall financial status increased from last year as the net position increased by 95.6% to \$(2.6) million.
- Total governmental revenues were \$296.1 million.
- The total cost of basic programs was \$237.9 million. Because a portion of these costs was paid for with charges, fees, and intergovernmental aid, the net cost that required taxpayer funding was \$150.5 million.
- Governmental funds increased by \$29.2 million, or 25.6%, primarily due to surplus in the General Fund.
- Reserves for the General Fund increased by \$10.9 million, or 84.9%. Revenues were \$276.3 million and expenditures were \$237.9 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *District-wide financial* statements that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial* statements that focus on individual parts of the District, reporting the District's operations in more detail than the District-wide statements.
 - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
 - The *fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or custodian for the benefit of others to whom the resources belong.

The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.



OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

District-Wide Statements

The District-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two District-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the District-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- ***Governmental funds*** – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the District-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- ***Fiduciary funds*** – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District's fiduciary fund is an OPEB Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2022

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was higher on June 30, 2022, than it was the year before – increasing 95.6% to \$(2.6) million (See Table A-1).

Table A-1: Statement of Net Position

	Governmental Activities		Variance
	2022	2021*	Increase (Decrease)
Assets			
Current assets	\$ 180,275,477	\$ 132,026,455	\$ 48,249,022
Capital assets	409,313,600	401,181,154	8,132,446
Total assets	<u>589,589,077</u>	<u>533,207,609</u>	<u>56,381,468</u>
Deferred outflows of resources	<u>82,034,690</u>	<u>102,004,665</u>	<u>(19,969,975)</u>
Liabilities			
Current liabilities	41,224,434	22,171,283	19,053,151
Long-term liabilities	517,198,810	647,635,714	(130,436,904)
Total liabilities	<u>558,423,244</u>	<u>669,806,997</u>	<u>(111,383,753)</u>
Deferred inflows of resources	<u>115,846,762</u>	<u>26,188,831</u>	<u>89,657,931</u>
Net position			
Net investment in capital assets	150,336,873	130,551,069	19,785,804
Restricted	64,376,656	45,436,424	18,940,232
Unrestricted	(217,359,768)	(236,771,047)	19,411,279
Total net position	<u>\$ (2,646,239)</u>	<u>\$ (60,783,554)</u>	<u>\$ 58,137,315</u>

* As restated

Changes in net position, governmental activities. The District's total revenues increased 7.7% to \$296.1 million (See Table A-2). The increase is due primarily to increased grants and Federal and State learning loss mitigation programs.

The total cost of all programs and services decreased 6.4% to \$237.9 million. The District's expenses are predominantly related to educating and caring for students, 80.6%. The purely administrative activities of the District accounted for just 5.6% of total costs. A significant contributor to the decrease in costs was a reduction to expenses related to a decreased net pension liability.

OXNARD SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2022

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

Table A-2: Statement of Activities

	Governmental Activities		Variance
	2022	2021	Increase (Decrease)
Revenues			
Program Revenues:			
Charges for services	\$ 968,601	\$ 790,146	\$ 178,455
Operating grants and contributions	84,667,447	74,713,821	9,953,626
Capital grants and contributions	1,806,870	7,324,488	(5,517,618)
General Revenues:			
Property taxes	46,461,488	45,544,957	916,531
Federal and state aid not restricted	160,159,147	143,293,802	16,865,345
Other general revenues	2,006,198	3,351,529	(1,345,331)
Total Revenues	<u>296,069,751</u>	<u>275,018,743</u>	<u>21,051,008</u>
Expenses			
Instruction-related	152,502,622	163,738,179	(11,235,557)
Pupil services	39,326,225	39,590,950	(264,725)
Administration	13,285,492	17,920,643	(4,635,151)
Plant services	19,604,732	19,237,149	367,583
All other activities	13,213,365	13,716,691	(503,326)
Total Expenses	<u>237,932,436</u>	<u>254,203,612</u>	<u>(16,271,176)</u>
Increase (decrease) in net position	<u>58,137,315</u>	<u>20,815,131</u>	<u>37,322,184</u>
Net Position	<u>\$ (2,646,239)</u>	<u>\$ (60,783,554)</u>	<u>\$ 58,137,315</u>

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$142.9 million, which is above last year's ending fund balance of \$113.8 million. The primary cause of the increased fund balance is a surplus in the General Fund.

Table A-3: The District's Fund Balances

Fund	Fund Balances			
	July 1, 2021*	Revenues	Expenditures	June 30, 2022
General Fund	\$ 45,027,748	\$ 276,291,181	\$ 237,922,246	\$ 83,396,683
Student Activity Fund	173,621	135,405	88,272	220,754
Child Development Fund	524,053	1,991,126	1,884,312	630,867
Cafeteria Fund	3,153,900	12,975,722	10,003,174	6,126,448
Deferred Maintenance Fund	1,143,294	1,505,557	1,141,476	1,507,375
Building Fund	29,824,041	1,850,042	14,263,480	17,410,603
Capital Facilities Fund	7,491,647	769,807	420,294	7,841,160
County School Facilities Fund	9,860,635	36,490	-	9,897,125
Bond Interest and Redemption Fund	16,578,868	15,982,666	16,659,739	15,901,795
	<u>\$ 113,777,807</u>	<u>\$ 311,537,996</u>	<u>\$ 282,382,993</u>	<u>\$ 142,932,810</u>

* As restated

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2022

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories

- Revenues – increased by \$17.5 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$5.6 million due to negotiated increases and STRS on behalf amounts.
- Other costs – increased approximately \$19.2 million to re-budget carryover funds and revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would exceed expenditures by about \$25.5 million, the actual results for the year show that revenues exceeded expenditures by roughly \$38.4 million. Actual revenues were \$14.8 million more than anticipated, and expenditures were \$2.0 million more than budgeted.

The excess amount consists primarily of restricted program dollars that were not spent as of June 30, 2022, that will be carried over into the 2022-23 budget.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2021-22 the District had invested \$16.0 million in new capital assets. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was approximately \$7.8 million.

Table A-4: Capital Assets at Year End, net of Depreciation

	Governmental Activities		Variance
	2022	2021	Increase (Decrease)
Land	\$ 36,289,804	\$ 36,289,804	\$ -
Improvement of sites	15,976,218	16,081,864	(105,646)
Buildings	295,057,663	301,182,166	(6,124,503)
Equipment	3,879,623	3,791,853	87,770
Construction in progress	58,110,292	43,835,467	14,274,825
Total	<u>\$ 409,313,600</u>	<u>\$ 401,181,154</u>	<u>\$ 8,132,446</u>

Long-Term Debt

At year-end the District had \$517.2 million in long term debt a decrease of 20.1% from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Notes 7-9 to the financial statements).

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2022

CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

Table A-5: Outstanding Long-Term Debt at Year-End

	Governmental Activities		Variance
	2022	2021	Increase (Decrease)
General obligation bonds	\$ 290,048,291	\$ 297,530,789	\$ (7,482,498)
Certificates of participation	7,937,045	7,934,318	2,727
Energy retrofit agreement	-	2,754,650	(2,754,650)
Compensated absences	1,446,469	2,455,877	(1,009,408)
Early retirement incentive	807,001	1,614,002	(807,001)
Net pension liability	115,995,182	224,988,559	(108,993,377)
Other postemployment benefits	100,964,822	110,357,519	(9,392,697)
Total	<u>\$ 517,198,810</u>	<u>\$ 647,635,714</u>	<u>\$ (130,436,904)</u>

FACTORS BEARING ON THE DISTRICT'S FUTURE

State Budget

The Legislature passed a final budget package on June 29, 2022. The budget package assumes that 2022-23 will end with nearly \$28 billion in total reserves. This consists of: (1) \$23.3 billion in the Budget Stabilization Account; (2) \$3.5 billion in the Special Fund for Economic Uncertainties (SFEU); and (3) \$900 million in the Safety Net Reserve, which is available for spending on the State's safety net programs, like Medi-Cal. In addition to the general-purpose reserves described above, the Proposition 98 Reserve (dedicated to school and community college spending) would reach \$9.5 billion under the spending plan.

Federal Funds Expected to Decline Significantly Between 2021-22 and 2022-23

In the budget federal funds decline \$175 billion, or 55 percent, between 2021-22 and 2022-23. This decline is the result of several significant federal programs enacted in response to COVID-19 expiring in 2022-23. For example, the enhanced Federal Medical Assistance Percentage for the State's Medicaid program (which the administration assumes will expire in December 2022) and \$27 billion in fiscal relief funding from the American Rescue Plan. However, there are also some increases in federal funds in 2022-23 related to the Infrastructure Investment and Jobs Act.

Significant Increase in School and Community College Funding

The Proposition 98 minimum guarantee depends upon various formulas that adjust for several factors, including changes in State General Fund revenue. For 2021-22, the guarantee is up \$16.5 billion (17.6 percent) compared with the estimates made in June 2021. This increase represents one of the largest upward revisions since the adoption of Proposition 98 and is due to higher General Fund revenue estimates. For 2022-23, the guarantee increases by an additional \$117 million (0.1 percent) relative to the revised 2021-22 level.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2022

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Makes Required Reserve Deposit and Funds New Programs

When the minimum funding requirement is growing quickly, the Constitution requires the State to deposit some of the available funding into a statewide reserve account for schools and community colleges. Under the adopted budget plan, the State deposits a total of \$9.5 billion into this account across the 2020-21 through 2022-23 period—an increase of \$4.5 billion compared with the estimates made in June 2021. The budget allocates the remaining funds for significant one-time and ongoing program increases. For schools, the largest ongoing augmentation is \$7.9 billion to provide a 13 percent increase to the Local Control Funding Formula and provide greater fiscal stability to school districts experiencing declining attendance. The budget plan also includes \$12.1 billion in one-time funding for two K-12 block grants—\$7.9 billion focused on learning recovery and \$3.6 billion intended for arts, music, and instructional materials. In addition, the budget plan includes \$841 million one time for facilities maintenance and instructional equipment and \$650 million one time for a COVID-19 block grant.

Adjusts Guarantee Upwards for Expansion of Transitional Kindergarten

The June 2021 budget plan established a plan to expand eligibility for transitional kindergarten beginning in 2022-23. Under the plan, all four-year old children will be eligible by 2025-26. (Previously, only children born between September 2 and December 2 were eligible.) The Legislature and Governor also agreed the State would cover the associated costs by adjusting the Proposition 98 formulas to increase the share of General Fund revenue allocated to schools. Consistent with this agreement, the budget plan includes an increase in the 2022-23 guarantee of \$614 million related to the first-year costs of the expansion.

School Facilities Grants

The budget allocates \$1.4 billion (non-Proposition 98 General Fund) attributable to 2021-22 for school facilities grants. Of this total, \$1.3 billion is to cover the State share for new construction and modernization projects under the School Facilities Program. These funds supplement existing funds from Proposition 51, the State school bond approved by voters in 2016. (Funding from Proposition 51 will likely be exhausted in 2022-23.) The remaining \$100 million is for schools to construct or renovate State Preschool, transitional kindergarten, and full-day kindergarten classrooms.

Reserve Cap Triggered

As a result of the balance in the Public School System Stabilization Account, the statutory limitation on school district reserves has been triggered for the 2022-23 budget period, pursuant to Education Code (EC) Section 42127.01(e). Beginning with the 2022-23 fiscal year, the district reserve cap requires that a school district's adopted or revised budget pursuant to EC Section 42127 shall not contain a combined assigned or unassigned ending general fund balance of more than 10 percent of those funds. Assigned and unassigned balances within the Special Fund for Other than Capital Outlay shall also be included within the 10 percent reserve cap. The reserve cap requirement does not apply to small school districts or basic aid school districts pursuant to EC Section 42127.01(c).

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional information contact the Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

OXNARD SCHOOL DISTRICT*Statement of Net Position**June 30, 2022*

	Total Governmental Activities
ASSETS	
Deposits and investments	\$ 152,180,091
Accounts receivable	27,806,818
Stores inventories	288,568
Capital assets:	
Non-depreciable assets	94,400,096
Depreciable assets	404,221,027
Less accumulated depreciation	<u>(89,307,523)</u>
Total assets	<u>589,589,077</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts on refunding	12,813,772
Deferred outflows related to OPEB	25,017,339
Deferred outflows related to pensions	<u>44,203,579</u>
Total deferred outflows of resources	<u>82,034,690</u>
LIABILITIES	
Accounts payable	35,918,077
Accrued interest payable	3,881,767
Unearned revenues	1,424,590
Noncurrent liabilities	
Due or payable within one year	8,625,515
Due in more than one year:	
Other than OPEB and pensions	291,613,291
Total OPEB liability	100,964,822
Net pension liability	<u>115,995,182</u>
Total liabilities	<u>558,423,244</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to OPEB	20,947,080
Deferred inflows related to pensions	<u>94,899,682</u>
Total deferred inflows of resources	<u>115,846,762</u>
NET POSITION	
Net investment in capital assets	150,336,873
Restricted for:	
Capital projects	17,738,285
Debt service	15,901,795
Student activity	220,754
Categorical programs	30,515,822
Unrestricted	<u>(217,359,768)</u>
Total net position	<u>\$ (2,646,239)</u>

OXNARD SCHOOL DISTRICT
Statement of Activities
For the Fiscal Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities					
Instructional Services:					
Instruction	\$ 130,732,800	\$ 70,140	\$ 41,864,060	\$ 1,806,870	\$ (86,991,730)
Instruction-Related Services:					
Supervision of instruction	7,282,516	2,889	5,657,045	-	(1,622,582)
Instructional library, media and technology	1,203,815	21	998,149	-	(205,645)
School site administration	13,283,491	3,601	4,253,587	-	(9,026,303)
Pupil Support Services:					
Home-to-school transportation	5,230,485	231	76,728	-	(5,153,526)
Food services	10,097,964	29,366	13,441,417	-	3,372,819
All other pupil services	23,997,776	13,853	7,018,784	-	(16,965,139)
General Administration:					
Data processing	3,102,512	-	1,312,120	-	(1,790,392)
All other general administration	10,182,980	2,506	3,947,997	-	(6,232,477)
Plant Services	19,604,732	396,783	4,267,333	-	(14,940,616)
Ancillary Services	88,272	-	135,405	-	47,133
Community Services	120,694	-	2,104	-	(118,590)
Enterprise Activities	(26,890)	-	-	-	26,890
Interest on Long-term Debt	10,184,105	-	-	-	(10,184,105)
Other Outgo	2,847,184	449,211	1,692,718	-	(705,255)
Total governmental activities	\$ 237,932,436	\$ 968,601	\$ 84,667,447	\$ 1,806,870	(150,489,518)
General Revenues:					
Property taxes					46,461,488
Federal and state aid not restricted to specific purposes					160,159,147
Interest and investment earnings					278,858
Miscellaneous					1,727,340
Total general revenues					208,626,833
Change in net position					58,137,315
Net position - July 1, 2021, as originally stated					(61,546,985)
Adjustment for restatement (see Note 13)					763,431
Net position - July 1, 2021, as restated					(60,783,554)
Net position - June 30, 2022					\$ (2,646,239)

OXNARD SCHOOL DISTRICT
Balance Sheet – Governmental Funds
June 30, 2022

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Deposits and investments	\$ 92,835,307	\$ 19,023,853	\$ 40,320,931	\$ 152,180,091
Accounts receivable	25,395,625	35,369	2,375,824	27,806,818
Due from other funds	402,612	-	-	402,612
Inventories	238,212	-	50,356	288,568
	<u>238,212</u>	<u>-</u>	<u>50,356</u>	<u>288,568</u>
Total Assets	<u>\$ 118,871,756</u>	<u>\$ 19,059,222</u>	<u>\$ 42,747,111</u>	<u>\$ 180,678,089</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 34,050,483	\$ 1,648,619	\$ 218,975	\$ 35,918,077
Due to other funds	-	-	402,612	402,612
Unearned revenue	1,424,590	-	-	1,424,590
	<u>1,424,590</u>	<u>-</u>	<u>-</u>	<u>1,424,590</u>
Total Liabilities	<u>35,475,073</u>	<u>1,648,619</u>	<u>621,587</u>	<u>37,745,279</u>
Fund Balances				
Nonspendable	258,212	-	50,562	308,774
Restricted	23,758,507	17,410,603	40,567,587	81,736,697
Committed	-	-	1,507,375	1,507,375
Assigned	35,587,738	-	-	35,587,738
Unassigned	23,792,226	-	-	23,792,226
	<u>23,792,226</u>	<u>-</u>	<u>-</u>	<u>23,792,226</u>
Total Fund Balances	<u>83,396,683</u>	<u>17,410,603</u>	<u>42,125,524</u>	<u>142,932,810</u>
Total Liabilities and Fund Balances	<u>\$ 118,871,756</u>	<u>\$ 19,059,222</u>	<u>\$ 42,747,111</u>	<u>\$ 180,678,089</u>

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2022

Total fund balances - governmental funds			\$ 142,932,810
Amounts reported for governmental activities in the statement of net position are different because capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$498,621,123 and the accumulated depreciation is (\$89,307,523).			409,313,600
In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:			(3,881,767)
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:			
	Certificates of participation payable	7,937,045	
	Compensated absences payable	1,446,469	
	Early retirement incentives	807,001	
	General obligation bonds payable	290,048,291	
	Net OPEB liability	100,964,822	
	Net pension liability	<u>115,995,182</u>	(517,198,810)
Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were:			12,813,772
In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to OPEB are reported. Deferred inflows and outflows relating to OPEB for the period were:			
	Deferred outflows of resources	25,017,339	
	Deferred inflows of resources	<u>(20,947,080)</u>	4,070,259
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:			
	Deferred outflows of resources	44,203,579	
	Deferred inflows of resources	<u>(94,899,682)</u>	(50,696,103)
Total net position - governmental activities			<u>\$ (2,646,239)</u>

OXNARD SCHOOL DISTRICT

*Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended June 30, 2022*

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 184,638,135	\$ -	\$ 1,500,000	\$ 186,138,135
Federal sources	38,598,913	-	12,415,416	51,014,329
Other state sources	38,644,487	1,770,379	2,602,742	43,017,608
Other local sources	14,409,646	79,663	16,878,615	31,367,924
	<u>276,291,181</u>	<u>1,850,042</u>	<u>33,396,773</u>	<u>311,537,996</u>
EXPENDITURES				
Current:				
Instruction	144,303,020	-	1,303,701	145,606,721
Instruction-Related Services:				
Supervision of instruction	7,499,843	-	451,739	7,951,582
Instructional library, media and technology	1,113,936	-	35,158	1,149,094
School site administration	14,411,885	-	-	14,411,885
Pupil Support Services:				
Home-to-school transportation	5,239,573	-	-	5,239,573
Food services	322,537	-	9,696,477	10,019,014
All other pupil services	27,039,232	-	-	27,039,232
Ancillary Services	-	-	88,272	88,272
Community Services	47,144	-	-	47,144
General Administration Services:				
Data processing services	3,199,149	-	-	3,199,149
Other general administration	11,314,821	-	11,069	11,325,890
Plant Services	17,935,452	-	236,223	18,171,675
Transfer of Indirect Costs	(396,989)	-	396,989	-
Capital Outlay	197,980	14,263,480	1,037,900	15,499,360
Intergovernmental Transfers	2,847,184	-	-	2,847,184
Debt Service:				
Principal	2,754,650	-	7,625,000	10,379,650
Interest	92,829	-	9,314,739	9,407,568
	<u>237,922,246</u>	<u>14,263,480</u>	<u>30,197,267</u>	<u>282,382,993</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>38,368,935</u>	<u>(12,413,438)</u>	<u>3,199,506</u>	<u>29,155,003</u>
Fund Balances, July 1, 2021, as originally stated	44,264,317	29,824,041	38,926,018	113,014,376
Adjustment for Restatement (Note 13)	<u>763,431</u>	<u>-</u>	<u>-</u>	<u>763,431</u>
Fund Balances, July 1, 2021, as restated	<u>45,027,748</u>	<u>29,824,041</u>	<u>38,926,018</u>	<u>113,777,807</u>
Fund Balances, June 30, 2022	<u>\$ 83,396,683</u>	<u>\$ 17,410,603</u>	<u>\$ 42,125,524</u>	<u>\$ 142,932,810</u>

OXNARD SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Statement of Revenues, Expenditures,
and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2022*

Total net change in fund balances - governmental funds \$ 29,155,003

Amounts reported for governmental *activities* in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

Expenditures for capital outlay	15,959,383	
Depreciation expense	<u>(7,826,937)</u>	8,132,446

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 10,379,650

The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on the refunding and are amortized over the life of the liability. Deferred amounts on refunding exceeded the amount amortized during the year by: (765,005)

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was: 40,868

In the statement of activities, compensated absences are measured by the amounts *earned* during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually *paid*). This year, vacation leave paid exceeded the amounts earned by: 1,009,408

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period. (1,018,604)

In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Net amortization of premium or discount for the period is: 873,375

In the government-wide statements, expenses must be accrued in connections with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt. Examples include special termination benefits such as early retirement incentives financed over time. This year, expenses for such obligations were: 807,001

In governmental funds, OPEB expenses are recognized when employer contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was: (4,268,243)

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: 13,791,416

Change in net position of governmental activities \$ 58,137,315

OXNARD SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2022

	Trust Fund
	Retiree Benefits Fund
Assets	
Deposits and investments	\$ 7,654,262
Accounts receivable	2,708,026
	<hr/>
Total Assets	10,362,288
	<hr/>
Liabilities	
Accounts payable	-
	<hr/>
Total Liabilities	-
	<hr/>
Net Position	
Restricted for postemployment benefits	\$ 10,362,288
	<hr/> <hr/>

OXNARD SCHOOL DISTRICT
Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended June 30, 2022

	Trust Fund
	Retiree Benefits Fund
ADDITIONS	
Interest	\$ 29,936
In-district contributions	<u>2,694,855</u>
Total Additions	<u>2,724,791</u>
DEDUCTIONS	
Operating expenditures	<u>3,253,782</u>
Net Increase (Decrease)	(528,991)
Net position - July 1, 2021	<u>10,891,279</u>
Net position - June 30, 2022	<u><u>\$ 10,362,288</u></u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

B. Basis of Presentation, Basis of Accounting

1. Basis of Presentation

District-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Major Governmental Funds

The District reports the following major governmental funds:

General Fund: This is the chief operating fund for the District. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

Building Fund: This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

Non-Major Governmental Funds

The District maintains the following non-major governmental funds:

Special Revenue Funds: Special revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

Student Activity Fund: The District maintains a separate fund for each school that operates an ASB fund, whether it is organized or not.

Child Development Fund: This fund is used to account separately for federal, state, and local revenues to operate child development programs.

Cafeteria Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code* sections 38090 and 38093).

Deferred Maintenance Fund: This fund is used to account separately for revenues that are restricted or committed for deferred maintenance purposes (*Education Code* Section 17582).

Capital Projects Funds: Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

Capital Facilities Fund: This fund is used to primarily account separately for moneys received from fees levied on development projects as a condition of approval (*Education Code* sections 17620-17626 and *Government Code* Section 65995 et seq.).

County School Facilities Fund: This fund is used primarily to account for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070.10 et seq.).

Debt Service funds:

Bond Interest and Redemption Fund: This fund is used for the repayment of bonds issued for the District (*Education Code* sections 15125-15262).

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Non-Major Governmental Funds (continued)

Fiduciary Funds

Fiduciary funds are used to account for assets held in a trustee or custodial capacity for others that cannot be used to support the District's own programs. The key distinction between trust and custodial funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following fiduciary funds:

Retiree Benefit Fund: This fund exists to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments, or both.

2. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The District-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

As a general rule the effect of interfund activity has been eliminated from the District-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

3. Revenues - Exchange and Non-Exchange Transactions (continued)

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

C. Budgetary Data

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

1. Cash and Cash Equivalents

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

2. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Buildings and Improvements	25-40 years
Land Improvements	14-30 years
Furniture and Equipment	5-15 years

4. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

5. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

6. Compensated Absences

The liability for compensated absences reported in the District-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

7. Leases

Lessee:

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor:

At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

8. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, the Plans recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

9. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

10. Fund Balances

The fund balance for Governmental Funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

10. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

F. Minimum Fund Balance Policy

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

G. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits and investments as of June 30, 2022 are classified in the accompanying financial statements as follows:

Governmental funds/activities	\$ 152,180,091
Fiduciary funds	7,654,262
Total deposits and investments	<u>\$ 159,834,353</u>

Deposits and investments as of June 30, 2022 consist of the following:

Cash on hand and in banks	\$ 220,753
Cash in revolving fund	20,206
Investments	159,593,394
Total deposits and investments	<u>\$ 159,834,353</u>

Pooled Funds

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2022, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2022, \$11,324 of the District's bank balance was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agency, but not in the name of the District.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Investments - Interest Rate Risk

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2022, consisted of the following:

	Fair Value	Maturity		Fair Value Measurement	Rating
		Less Than One Year	One Year Through Five Years		
Investment maturities:					
Cash in county treasury	\$ 159,586,621	\$ 159,586,621	\$ -	uncategorized	N/A
First American Government Obligation Fund	6,773	6,773	-	Level 1	AAA
Total	<u>\$ 159,593,394</u>	<u>\$ 159,593,394</u>	<u>\$ -</u>		

Investments - Credit Risk

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2022, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

Investments - Concentration of Credit Risk

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2022, the District had the following investment that represents more than five percent of the District's net investments, excluding cash in the county treasury.

First American Government Obligation Fund	100%
-------------------------------------------	------

Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value.

The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Fair Value Measurements (continued)

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District’s own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District’s transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2022, consisted of the following:

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds	Retiree Benefits Fund
Federal Government:					
Categorical aid programs	\$ 18,050,381	\$ -	\$ -	\$ 18,050,381	\$ -
Special education	2,454,859	-	-	2,454,859	-
Child nutrition	-	-	341,498	341,498	-
State Government:					
Special education	296,968	-	-	296,968	-
Child nutrition	-	-	1,957,672	1,957,672	-
Lottery	892,084	-	-	892,084	-
Categorical aid programs	1,829,955	-	22,431	1,852,386	-
Local:					
Interest	148,363	35,369	54,223	237,955	13,171
Transfers of apportionment	1,034,775	-	-	1,034,775	-
Other local	688,240	-	-	688,240	2,694,855
Totals	<u>\$ 25,395,625</u>	<u>\$ 35,369</u>	<u>\$ 2,375,824</u>	<u>\$ 27,806,818</u>	<u>\$ 2,708,026</u>

NOTE 4 – INTERFUND ACTIVITIES

Balances Due To/From Other Funds

Balances due/to other funds at June 30, 2022, consisted of the following:

Capital Facilities Fund due to General Fund for the 3% admin fee charged on developer fees collected during the year	\$ 4,414
Cafeteria Fund due to General Fund for indirect costs and publication charges to General Fund	304,484
Child Development Fund due to General Fund for indirect costs and publication charges to General Fund	93,714
Total	<u>\$ 402,612</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2022

NOTE 5 – FUND BALANCES

At June 30, 2022, fund balances of the District’s governmental funds were classified as follows:

	General Fund	Building Fund	Non-Major Governmental Funds	Total
Nonspendable:				
Revolving cash	\$ 20,000	\$ -	\$ 206	\$ 20,206
Stores inventories	238,212	-	50,356	288,568
Total Nonspendable	<u>258,212</u>	<u>-</u>	<u>50,562</u>	<u>308,774</u>
Restricted:				
Categorical programs	23,758,507	-	630,867	24,389,374
Student activities	-	-	220,754	220,754
Food service	-	-	6,075,886	6,075,886
Capital projects	-	17,410,603	17,738,285	35,148,888
Debt service	-	-	15,901,795	15,901,795
Total Restricted	<u>23,758,507</u>	<u>17,410,603</u>	<u>40,567,587</u>	<u>81,736,697</u>
Committed:				
Deferred maintenance program	-	-	1,507,375	1,507,375
Total Committed	<u>-</u>	<u>-</u>	<u>1,507,375</u>	<u>1,507,375</u>
Assigned:				
Technology device refresh	3,000,000	-	-	3,000,000
Instructional materials adoption	2,000,000	-	-	2,000,000
Pandemic learning and recovery	14,011,189	-	-	14,011,189
Building maintenance one-time funds	1,564,000	-	-	1,564,000
Bus replacement	1,000,000	-	-	1,000,000
Financial stability reserve	14,012,549	-	-	14,012,549
Total Assigned	<u>35,587,738</u>	<u>-</u>	<u>-</u>	<u>35,587,738</u>
Unassigned:				
Reserve for economic uncertainties	23,792,226	-	-	23,792,226
Total Unassigned	<u>23,792,226</u>	<u>-</u>	<u>-</u>	<u>23,792,226</u>
Total	<u>\$ 83,396,683</u>	<u>\$ 17,410,603</u>	<u>\$ 42,125,524</u>	<u>\$ 142,932,810</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2022

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2022, was as follows:

	Balance, July 1, 2021	Additions	Retirements	Balance, June 30, 2022
Capital assets not being depreciated:				
Land	\$ 36,289,804	\$ -	\$ -	\$ 36,289,804
Construction in progress	43,835,467	14,347,312	72,487	58,110,292
Total capital assets not being depreciated	<u>80,125,271</u>	<u>14,347,312</u>	<u>72,487</u>	<u>94,400,096</u>
Capital assets being depreciated:				
Improvement of sites	30,821,807	490,761	-	31,312,568
Buildings	360,312,859	650,872	-	360,963,731
Equipment	11,401,803	542,925	-	11,944,728
Total capital assets being depreciated	<u>402,536,469</u>	<u>1,684,558</u>	<u>-</u>	<u>404,221,027</u>
Accumulated depreciation for:				
Improvement of sites	(14,739,943)	(596,407)	-	(15,336,350)
Buildings	(59,130,693)	(6,775,375)	-	(65,906,068)
Equipment	(7,609,950)	(455,155)	-	(8,065,105)
Total accumulated depreciation	<u>(81,480,586)</u>	<u>(7,826,937)</u>	<u>-</u>	<u>(89,307,523)</u>
Total capital assets being depreciated, net	<u>321,055,883</u>	<u>(6,142,379)</u>	<u>-</u>	<u>314,913,504</u>
Governmental activity capital assets, net	<u>\$ 401,181,154</u>	<u>\$ 8,204,933</u>	<u>\$ 72,487</u>	<u>\$ 409,313,600</u>

Depreciation expense is allocated to the following functions in the Statement of Activities:

Instruction	\$ 4,310,716
Instructional Supervision and Administration	157,476
Instructional Library, Media and Technology	77,873
School Site Administration	380,526
Home-to-School Transportation	77,873
Food Services	313,225
All other Pupil Services	157,477
Community Services	77,873
All Other General Administration	235,351
Centralized Data Processing	77,873
Plant Services	1,960,674
	<u>\$ 7,826,937</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS

Changes in long-term debt for the year ended June 30, 2022, were as follows:

	Balance, July 1, 2021	Additions	Deductions	Balance, June 30, 2022	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	\$ 278,209,228	\$ -	\$ 7,625,000	\$ 270,584,228	\$ 6,844,412
Accreted interest component	7,765,630	1,018,604	-	8,784,234	15,588
Unamortized issuance premium	11,629,207	-	880,494	10,748,713	785,632
Unamortized issuance discount	(73,276)	-	(4,392)	(68,884)	(4,391)
Total - Bonds	<u>297,530,789</u>	<u>1,018,604</u>	<u>8,501,102</u>	<u>290,048,291</u>	<u>7,641,241</u>
Certificates of Participation					
Principal repayments	8,000,000	-	-	8,000,000	180,000
Unamortized issuance discount	(65,682)	-	(2,727)	(68,409)	(2,727)
Total - Certificates of Participation	<u>7,934,318</u>	<u>-</u>	<u>(2,727)</u>	<u>7,937,045</u>	<u>177,273</u>
Energy Retrofit Agreement	2,754,650	-	2,754,650	-	-
Compensated Absences	2,455,877	-	1,009,408	1,446,469	-
Early retirement incentive	1,614,002	-	807,001	807,001	807,001
Totals	<u>\$ 312,289,636</u>	<u>\$ 1,018,604</u>	<u>\$ 13,069,434</u>	<u>\$ 300,238,806</u>	<u>\$ 8,625,515</u>

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments will be made by the Capital Facilities Funds and the Building Fund. Accumulated vacation, retirement incentives, other postemployment benefits, and net pension liabilities will be paid for by the fund for which the employee worked. Lease payments for the Energy Retrofit Agreement are paid for by the General Fund.

A. General Obligation Bonds

General Obligation Bonds - Measure M6

On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

General Obligation Bonds - Measure R

Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90 million. The bonds are general obligations of the District. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Election 2016 – Measure D

On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to \$142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

Prior-Year Defeasance of Debt

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District’s financial statements. At June 30, 2022, \$86,390,000 of the defeased bonds remain outstanding. Deferred amounts on prior refundings at June 30, 2022 are \$12,813,772.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2022

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

A. General Obligation Bonds (continued)

The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds.

A summary of the District’s outstanding general obligation bonds is below:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2021	Additions	Redeemed During Year	Outstanding, June 30, 2022
Measure M6 (2006)								
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	\$ 31,997,467	\$ 7,077,467	\$ -	\$ -	\$ 7,077,467
Measure R (2012)								
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	10,905,000	-	325,000	10,580,000
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	1,170,000	-	-	1,170,000
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	2,025,000	-	-	2,025,000
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	4,075,000	-	55,000	4,020,000
Measure D (2016)								
Series A	3.5% to 5.0%	3/30/2018	8/1/2046	81,000,000	81,000,000	-	-	81,000,000
Series B	3.0 to 5.0%	3/29/2019	8/1/2041	13,996,626	12,931,626	-	-	12,931,626
Series C	3.0 to 4.0%	12/15/2020	8/1/2050	10,995,135	10,995,135	-	1,705,000	9,290,135
Refunding Issues								
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	1,065,000	-	970,000	95,000
2010 Ref.	2.0% to 5.0%	3/7/2011	8/1/2023	10,750,000	1,035,000	-	1,035,000	-
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	310,000	-	280,000	30,000
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	1,180,000	-	100,000	1,080,000
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	6,365,000	-	940,000	5,425,000
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	8,025,000	-	-	8,025,000
2016 Ref.	1.25% to 4.0%	9/27/2016	8/1/2026	16,360,000	12,805,000	-	-	12,805,000
2019 Ref.	1.86% to 3.5%	12/5/2019	8/1/2043	27,215,000	26,470,000	-	510,000	25,960,000
2020 Ref.	0.407%-2.757%	9/3/2020	8/1/2044	90,775,000	90,775,000	-	1,705,000	89,070,000
					<u>\$ 278,209,228</u>	<u>\$ -</u>	<u>\$ 7,625,000</u>	<u>\$ 270,584,228</u>
Accreted Interest:								
				2006, Ser.B	7,336,676	838,547	-	8,175,223
				2016, Ser. B.	426,701	162,191	-	588,892
				2016, Ser. C	2,253	17,866	-	20,119
					<u>\$ 7,765,630</u>	<u>\$ 1,018,604</u>	<u>\$ -</u>	<u>\$ 8,784,234</u>

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2022, are as follows:

Fiscal Year	Principal	Interest	Total
2022-2023	\$ 6,844,412	\$ 8,856,363	\$ 15,700,775
2023-2024	8,014,480	8,688,118	16,702,598
2024-2025	8,506,024	8,488,124	16,994,148
2025-2026	9,542,910	8,239,315	17,782,225
2026-2027	10,198,030	7,944,083	18,142,113
2027-2032	47,963,818	47,885,573	95,849,391
2032-2037	49,994,633	35,772,179	85,766,812
2037-2042	57,194,787	20,691,524	77,886,311
2042-2047	52,855,134	9,448,061	62,303,195
2047-2051	19,470,000	1,278,650	20,748,650
Total	<u>\$ 270,584,228</u>	<u>\$ 157,291,990</u>	<u>\$ 427,876,218</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

B. Certificates of Participation

2016 Certificates of Participation

On April 7, 2016, the District issued \$8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities. At June 30, 2022, the principal balance outstanding was \$8,000,000.

The annual requirements to amortize all outstanding certificates are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022-2023	\$ 180,000	\$ 395,500	\$ 575,500
2023-2024	190,000	386,250	576,250
2024-2025	200,000	376,500	576,500
2025-2026	210,000	366,250	576,250
2026-2027	220,000	355,500	575,500
2027-2032	1,270,000	1,597,500	2,867,500
2032-2037	1,620,000	1,237,750	2,857,750
2037-2042	2,060,000	737,875	2,797,875
2042-2046	2,050,000	253,375	2,303,375
Total	<u>\$ 8,000,000</u>	<u>\$ 5,706,500</u>	<u>\$ 13,706,500</u>

C. Energy Retrofit Agreement

On July 17, 2012, the District entered into an equipment lease/purchase agreement with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The acquisition amount was \$4,797,640 with a contract rate of 2.98% and total payments of \$6,140,842. At June 30, 2022, the lease agreement had been paid in full.

D. Early Retirement Incentive

The District has established a supplemental early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity. The total future payments owing at June 30, 2022, for these obligations are shown below:

<u>Future Years</u>	<u>Amount</u>
2022-2023	<u>\$ 807,001</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB)

For the fiscal year ended June 30, 2022, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

	Net OPEB Liability (Asset)	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
District Plan	\$ 100,080,337	\$ 25,017,339	\$ 20,947,080	\$ 2,877,339
MPP Program	884,485	-	-	(91,767)
Total	\$ 100,964,822	\$ 25,017,339	\$ 20,947,080	\$ 2,785,572

The details of each plan are as follows:

District Plan

Plan Description

Oxnard School District’s single-employer defined benefit provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. The District provides post-employment healthcare benefits to eligible retirees and their covered eligible dependents and pays a portion of the cost. All active employees who retire directly from the District and meet the eligibility criteria may participate.

Benefits Provided

The postretirement health plans and the District’s obligation vary by employee group as described below.

	OEA	CSEA	Management	OSSA
Benefit Types Provided	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision
Duration of Benefits	To age 69	To Age 65 ⁽¹⁾	To age 69	To age 65 ⁽¹⁾
Required Service	8 years ⁽²⁾	15 years ⁽³⁾	8 years ⁽²⁾	8 years ⁽²⁾
Minimum Age	55	55	55	55
Dependent Coverage	No ⁽⁴⁾	Yes	Yes	No ⁽⁴⁾
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement ⁽⁵⁾	None	None

⁽¹⁾To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

⁽²⁾This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

⁽³⁾For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

⁽⁴⁾Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

⁽⁵⁾Affects CSEA members who were employed on or after 8/1/05

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Employees Covered by Benefit Terms

At June 30, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	239
Active employees	1,006
Total	1,245

Total OPEB Liability

The District’s total OPEB liability of \$100,080,337 was measured as of June 30, 2022 and was determined by an actuarial valuation as of June 30, 2021.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date	June 30, 2021
Salary increases	2.75 percent
Healthcare cost trend rates	4.00 percent

Discount Rate

The discount rate used to measure the total OPEB liability was 3.54 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates.

Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

The discount rate in the prior valuation was 2.16 percent.

Mortality Rates

Following are the tables the mortality assumptions are based upon.

2009 CalSTRS Mortality

The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees

The mortality assumptions are based on the 2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees tables created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Mortality Rates (continued)

Following are the tables the retirement and turnover assumptions are based upon.

2009 CalSTRS Retirement Rates

The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalPERS Retirement Rates for School Employees

The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalSTRS Termination Rates

The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalPERS Termination Rates for School Employees

The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Changes in the Total OPEB Liability

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at July 1, 2021	\$ 116,493,007	\$ 7,111,740	\$ 109,381,267
Changes for the year:			
Service cost	6,001,980	-	6,001,980
Interest	2,540,298	29,936	2,510,362
Employer Contributions	-	4,395,269	(4,395,269)
Differences between expected and actual experience	94,252	-	94,252
Changes of assumptions	(13,512,255)	-	(13,512,255)
Benefit payments	(3,869,512)	(3,869,512)	-
Net changes	(8,745,237)	555,693	(9,300,930)
Balance at June 30, 2022	<u>\$ 107,747,770</u>	<u>\$ 7,667,433</u>	<u>\$ 100,080,337</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

Discount Rate	OPEB Liability
1% decrease	\$ 86,673,145
Current discount rate	\$ 100,080,337
1% increase	\$ 115,321,454

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

Healthcare Cost Trend Rate	OPEB Liability
1% decrease	\$ 110,096,320
Current trend rate	\$ 100,080,337
1% increase	\$ 92,954,318

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the District recognized OPEB expense of \$2,877,339. In addition, at June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 18,194,418	\$ 7,630,276
Changes of assumptions	6,549,684	13,316,804
Net difference between projected and actual earnings on OPEB plan investments	273,237	-
Total	\$ 25,017,339	\$ 20,947,080

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

Year Ended June 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2023	\$ 3,626,424	\$ 3,306,124
2024	3,584,583	3,306,124
2025	3,557,185	3,306,124
2026	3,532,809	3,306,124
2027	3,388,743	2,271,568
Thereafter	7,327,595	5,451,016
Totals	\$ 25,017,339	\$ 20,947,080

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program

Plan Description

The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020 annual actuarial valuation report, Medicare Premium Payment Program. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <https://www.calstrs.com/general-information/gasb-6768>.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the DB Program who were retired or began receiving a disability allowance prior to July 1, 2012, and were not eligible for premium-free Medicare Part A. Members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2021, 5,096 retirees participated in the MPP Program; however, the number of retired members who will participate in the program in the future is unknown as eligibility cannot be predetermined.

The MPP Program is funded on a pay-as-you-go basis from a portion of monthly employer contributions. In accordance with Education Code section 25930, contributions that would otherwise be credited to the Defined Benefit Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

Total OPEB Liability

At June 30, 2022, the District reported a liability of \$884,485 for its proportionate share of the net OPEB liability for the MPP Program. The total OPEB liability for the MPP Program as of June 30, 2021, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total OPEB liability to June 30, 2021. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net OPEB liability for the two most recent measurement periods were:

	<u>Percentage Share of MPP Program</u>		<u>Change Increase/ (Decrease)</u>
	<u>Fiscal Year Ending June 30, 2022</u>	<u>Fiscal Year Ending June 30, 2021</u>	
Measurement Date	<u>June 30, 2021</u>	<u>June 30, 2020</u>	
Proportion of the Net OPEB Liability	0.221751%	0.230365%	-0.008614%

For the year ended June 30, 2022, the District reported OPEB expense of (91,767).

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program (continued)

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date	June 30, 2021
Valuation Date	June 30, 2020
Experience Study	June 30, 2014 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	2.16%
Healthcare Cost Trend Rates	4.5% for Medicare Part A, and 5.4% for Medicare Part B

Assumptions were made about future participation (enrollment) into the MPP Program as CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' ages increase. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility but are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 245 or an average of 0.16% of the potentially eligible population of 152,062.

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

Discount Rate

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2021, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund (SMIF), which is a pooled investment program administered by the California State Treasurer.

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2021, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2021, was 2.16%, which is a decrease from 2.21% as of June 30, 2020.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program (continued)

Sensitivity of the District’s Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District’s proportionate share of the net OPEB liability, as well as what the District’s proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

<u>Discount Rate</u>	<u>MPP OPEB Liability</u>
1% decrease	\$ 974,946
Current discount rate	\$ 884,485
1% increase	\$ 807,196

Sensitivity of the District’s Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District’s proportionate share of the net OPEB liability, as well as what the District’s proportionate share of the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percentage-point lower or one percentage-point higher than the current rates:

<u>Medicare Cost Trend Rates</u>	<u>MPP OPEB Liability</u>
1% decrease	\$ 804,335
Current trend rate	\$ 884,485
1% increase	\$ 976,374

NOTE 9 – PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2022, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

<u>Pension Plan</u>	<u>Net Pension Liability</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Pension Expense</u>
CalSTRS	\$ 67,134,816	\$ 31,813,353	\$ 69,386,519	\$ (1,843,660)
CalPERS	48,860,366	12,390,226	25,513,163	5,255,345
Totals	<u>\$ 115,995,182</u>	<u>\$ 44,203,579</u>	<u>\$ 94,899,682</u>	<u>\$ 3,411,685</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

The details of each plan are as follows:

A. California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at:

<https://www.calstrs.com/general-information/gasb-6768>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and non-employer contributing entity to the STRP. The District contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2022, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date	December 31, 2012	January 1, 2013
Benefit Formula	2% at 60	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	60	62
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%
Required Member Contribution Rate	10.25%	10.205%
Required Employer Contribution Rate	16.92%	16.92%
Required State Contribution Rate	10.828%	10.828%

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS

A. California State Teachers' Retirement System (CalSTRS)

Contributions

The parameters for member, employer and state contribution rates are set by the California Legislature and the Governor and detailed in the Teachers' Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014, and various subsequent legislation.

The CalSTRS Funding Plan established a schedule of contribution rate increases shared among members, employers and the state to bring CalSTRS toward full funding by 2046. California Senate Bill 90 (Chapter 33, Statutes of 2019) and California Assembly Bill 84 (Chapter 16, Statutes of 2020) (collectively, special legislation)—signed into law in June 2019 and June 2020, respectively—provided supplemental contributions to the DB Program along with supplemental contribution rate relief to employers through fiscal year 2021–22.

The contribution rates for each program for the year ended June 30, 2022, are presented above, and the District's total contributions were \$14,836,767.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of net pension liability	\$	67,134,816
State's proportionate share of the net pension liability associated with the District		<u>33,779,636</u>
Total	\$	<u>100,914,452</u>

The net pension liability was measured as of June 30, 2021. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Share of Risk Pool		Change Increase/ (Decrease)
	Fiscal Year Ending June 30, 2022	Fiscal Year Ending June 30, 2021	
Measurement Date	June 30, 2021	June 30, 2020	
Proportion of the Net Pension Liability	0.147523%	0.152006%	-0.004483%

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2022

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers’ Retirement System (CalSTRS) (continued)

For the year ended June 30, 2022, the District recognized pension expense of \$(1,843,660). In addition, the District recognized pension expense and revenue of \$(5,887,839) for support provided by the State. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 14,836,767	\$ -
Net change in proportionate share of net pension liability	7,296,120	9,136,606
Difference between projected and actual earnings on pension plan investments	-	53,105,368
Changes of assumptions	9,512,290	-
Differences between expected and actual experience	168,176	7,144,545
Total	<u>\$ 31,813,353</u>	<u>\$ 69,386,519</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2023	\$ 8,339,429	\$ 16,869,028
2024	5,950,968	15,464,608
2025	1,206,636	15,857,020
2026	1,206,636	17,125,948
2027	244,888	2,091,868
Thereafter	28,029	1,978,047
Total	<u>\$ 16,976,586</u>	<u>\$ 69,386,519</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Actuarial Methods and Assumptions

The total pension liability for the STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total pension liability to June 30, 2021. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Valuation Date	June 30, 2020
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price of Inflation	2.75%
Wage Growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

The long-term investment rate of return assumption was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study.

Actuarial Methods and Assumptions (continued)

For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2022, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Public Equity	42.0%	4.8%
Real Estate	15.0%	3.6%
Private Equity	13.0%	6.3%
Fixed Income	12.0%	1.3%
Risk Mitigating Strategies	10.0%	1.8%
Inflation Sensitive	6.0%	3.3%
Cash/Liquidity	2.0%	(0.4%)

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers’ Retirement System (CalSTRS) (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.10%, which was unchanged from prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers are made at statutory contribution rates in accordance with the rate increases. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assume that contributions, benefit payments and administrative expenses occur midyear. Based on those assumptions, the STRP’s fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	\$ 136,662,457
Current discount rate (7.10%)	67,134,816
1% increase (8.10%)	9,428,202

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954 and 22955.1 of the Education Code and Public Resources Code Section 6217.5. Through the special legislation approved in June 2019 and June 2020, the State made supplemental contributions of approximately \$2.2 billion to CalSTRS on behalf of employers to supplant the amounts submitted by employers for fiscal years 2019–20 through 2021–22. Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the District for its proportionate share of the State’s on-behalf contributions is \$9,487,577.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the Schools Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at:
<https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Schools Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date		
Benefit Formula	2% at 55	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55	62
Required Employee Contribution Rate	7.00%	7.00%
Required Employer Contribution Rate	22.91%	22.91%

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Contributions

The benefits for the defined benefit pension plans are funded by contributions from members, employers, non-employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer’s benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Non-employer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2022 are presented above, and the total District contributions were \$8,254,173.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of June 30, 2022, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$48,860,366. The net pension liability was measured as of June 30, 2021. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	<u>Percentage Share of Risk Pool</u>		Change Increase/ (Decrease)
	Fiscal Year Ending June 30, 2022	Fiscal Year Ending June 30, 2021	
	<u>June 30, 2021</u>	<u>June 30, 2020</u>	
Measurement Date	June 30, 2021	June 30, 2020	
Proportion of the Net Pension Liability	0.240284%	0.253172%	-0.012888%

For the year ended June 30, 2022, the District recognized pension expense of \$5,255,345. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 8,254,173	\$ -
Net change in proportionate share of net pension liability	190,206	4,159,586
Difference between projected and actual earnings		
on pension plan investments	2,487,239	21,238,393
Changes of assumptions	-	-
Differences between expected and actual experience	1,458,608	115,184
Total	<u>\$ 12,390,226</u>	<u>\$ 25,513,163</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 4.0 years.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2023	\$ 2,158,572	\$ 6,707,644
2024	1,243,965	6,329,492
2025	733,516	6,329,492
2026	-	6,146,535
2027	-	-
Thereafter	-	-
Total	<u>\$ 4,136,053</u>	<u>\$ 25,513,163</u>

Actuarial Methods and Assumptions

Total pension liability for the Schools Pool was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total pension liability to June 30, 2021. The financial reporting actuarial valuation as of June 30, 2020 used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2020
Experience Study	1997-2015
Actuarial Cost Method	Entry age normal
Discount Rate	7.15%
Inflation Rate	2.50%
Salary Increases	Varies by entry age and service

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Actuarial Methods and Assumptions (continued)

Post-retirement mortality rates are based on CalPERS experience and include 15 years of projected ongoing mortality improvement using 90 percent of Scale MP 2016 published by the Society of Actuaries. These tables are used to estimate the value of benefits expected to be paid for service and disability retirements. For disability retirements, impaired longevity is recognized by a separate table.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all the funds' asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long term (11+ years) using a building-block approach. Using the expected nominal returns for both short term and long term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Real Return Years 1-10</u>	<u>Real Return Years 11+</u>
Public Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	(0.92%)

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The discount rate is not adjusted for administrative expenses. The fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return for the pension plan's investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

<u>Discount Rate</u>	<u>Net Pension Liability</u>
1% decrease (6.15%)	\$ 82,385,438
Current discount rate (7.15%)	48,860,366
1% increase (8.15%)	21,027,363

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 9 – PENSION PLANS (continued)

C. Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use the Social Security as its alternative plan.

D. Payables to the Pension Plans

At June 30, 2022, the District did not have any outstanding payables required contributions to the CalSTRS and CalPERS pension plans, respectively, for the fiscal year ended June 30, 2022.

NOTE 10 – JOINT VENTURES

The Oxnard School District participates in one joint powers agreement (JPA) entity, the Ventura County Schools Self-Funding Authority (VCSSFA). The relationship between the Oxnard School District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. Audited financial statements are available from the respective entities.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

NOTE 11 – RISK MANAGEMENT

Property and Liability and Workers' Compensation

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2022, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2021-22, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a \$100,000 Self-Insured Retention (SIR) amount.

Employee Medical Benefits

The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2022

NOTE 12 – COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

B. Litigation

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2022.

C. Construction Commitments

At June 30, 2022, the District had commitments with respect to unfinished capital projects of approximately \$18.8 million to be paid from bond proceeds and developer fees.

NOTE 13 – RESTATEMENT

Beginning Net Position in the Statement of Activities and Beginning Fund Balance in the Statement of Revenues Expenditures and Changes in Fund Balance have been increased by \$763,431 to account for ELO-G revenues that should have been recognized in the prior reporting period.

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Required Supplementary Information

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OXNARD SCHOOL DISTRICT
Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2022

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
Revenues				
LCFF Sources	\$ 178,055,309	\$ 184,847,974	\$ 184,638,135	\$ (209,839)
Federal Sources	44,789,039	35,950,791	38,598,913	2,648,122
Other State Sources	9,995,552	28,368,027	38,644,487	10,276,460
Other Local Sources	11,145,050	12,299,207	14,409,646	2,110,439
Total Revenues	243,984,950	261,465,999	276,291,181	14,825,182
Expenditures				
Current:				
Certificated Salaries	87,248,791	90,321,134	93,841,992	(3,520,858)
Classified Salaries	29,884,679	32,082,894	32,547,657	(464,763)
Employee Benefits	46,138,409	46,436,162	56,091,429	(9,655,267)
Books and Supplies	15,257,572	19,126,029	13,347,492	5,778,537
Services and Other Operating Expenditures	30,551,508	41,742,910	36,077,306	5,665,604
Transfers of Indirect Costs	(716,003)	(259,927)	(396,989)	137,062
Capital Outlay	117,010	934,633	718,696	215,937
Other Outgo	2,285,000	2,301,660	2,847,184	(545,524)
Debt Service	418,000	3,265,480	2,847,479	418,001
Total Expenditures	211,184,966	235,950,975	237,922,246	(1,971,271)
Excess (Deficiency) of Revenues Over (Under) Expenditures	32,799,984	25,515,024	38,368,935	12,853,911
Excess (Deficiency) of Revenues and Other Expenditures and Other Financing Uses	32,799,984	25,515,024	38,368,935	12,853,911
Fund Balances, July 1, 2021 as restated	31,021,833	44,264,317	45,027,748	763,431
Fund Balances, June 30, 2022	\$ 63,821,817	\$ 69,779,341	\$ 83,396,683	\$ 13,617,342

OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalSTRS
For the Fiscal Year Ended June 30, 2022*

	Last Ten Fiscal Years*			
	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
CalSTRS				
District's proportion of the net pension liability	<u>0.1475%</u>	<u>0.1520%</u>	<u>0.1529%</u>	<u>0.1570%</u>
District's proportionate share of the net pension liability	\$ <u>67,134,816</u>	\$ <u>147,307,456</u>	\$ <u>138,136,433</u>	\$ <u>144,320,917</u>
State's proportionate share of the net pension liability associated with the District	<u>33,779,636</u>	<u>75,937,011</u>	<u>75,362,646</u>	<u>82,630,475</u>
Totals	<u>\$ 100,914,452</u>	<u>\$ 223,244,467</u>	<u>\$ 213,499,079</u>	<u>\$ 226,951,392</u>
District's covered-employee payroll	<u>\$ 81,511,911</u>	<u>\$ 82,018,654</u>	<u>\$ 84,292,598</u>	<u>\$ 83,459,653</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>82.36%</u>	<u>179.60%</u>	<u>163.88%</u>	<u>172.92%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>87%</u>	<u>72%</u>	<u>73%</u>	<u>71%</u>
	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>
District's proportion of the net pension liability	<u>0.1485%</u>	<u>0.1547%</u>	<u>0.1500%</u>	<u>0.1270%</u>
District's proportionate share of the net pension liability	\$ <u>137,347,794</u>	\$ <u>125,365,550</u>	\$ <u>100,986,000</u>	\$ <u>74,214,990</u>
State's proportionate share of the net pension liability associated with the District	<u>\$ 81,253,795</u>	<u>71,378,879</u>	<u>53,410,318</u>	<u>44,814,665</u>
Totals	<u>\$ 218,601,589</u>	<u>\$ 196,744,429</u>	<u>\$ 154,396,318</u>	<u>\$ 119,029,655</u>
District's covered-employee payroll	<u>\$ 80,537,440</u>	<u>\$ 76,798,239</u>	<u>\$ 70,452,489</u>	<u>\$ 63,059,794</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>170.54%</u>	<u>163.24%</u>	<u>143.34%</u>	<u>117.69%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>69%</u>	<u>70%</u>	<u>74%</u>	<u>77%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalPERS
For the Fiscal Year Ended June 30, 2022*

	Last Ten Fiscal Years*			
	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
CalPERS				
District's proportion of the net pension liability	<u>0.2403%</u>	<u>0.2532%</u>	<u>0.2557%</u>	<u>0.2556%</u>
District's proportionate share of the net pension liability	<u>\$ 48,860,366</u>	<u>\$ 77,681,103</u>	<u>\$ 74,525,983</u>	<u>\$ 68,149,798</u>
District's covered-employee payroll	<u>\$ 35,168,908</u>	<u>\$ 36,539,369</u>	<u>\$ 36,543,090</u>	<u>\$ 33,887,773</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>138.93%</u>	<u>212.60%</u>	<u>203.94%</u>	<u>201.10%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>81%</u>	<u>70%</u>	<u>73%</u>	<u>71%</u>
	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>
District's proportion of the net pension liability	<u>0.2519%</u>	<u>0.2531%</u>	<u>0.2457%</u>	<u>0.2290%</u>
District's proportionate share of the net pension liability	<u>\$ 60,128,107</u>	<u>\$ 49,987,407</u>	<u>\$ 36,216,423</u>	<u>\$ 25,974,371</u>
District's covered-employee payroll	<u>\$ 32,092,252</u>	<u>\$ 30,393,939</u>	<u>\$ 27,191,989</u>	<u>\$ 23,660,479</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>187.36%</u>	<u>164.47%</u>	<u>133.19%</u>	<u>109.78%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>72%</u>	<u>74%</u>	<u>79%</u>	<u>83%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT
Schedule of Pension Contributions-CalSTRS
For the Fiscal Year Ended June 30, 2022

	Last Ten Fiscal Years*			
	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>
CalSTRS				
Contractually required contribution	\$ 14,836,767	\$ 13,164,174	\$ 14,025,190	\$ 13,722,835
Contributions in relation to the contractually required contribution	<u>14,836,767</u>	<u>13,164,174</u>	<u>14,025,190</u>	<u>13,722,835</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 87,687,748</u>	<u>\$ 81,511,911</u>	<u>\$ 82,018,654</u>	<u>\$ 84,292,598</u>
Contributions as a percentage of covered-employee payroll	<u>16.92%</u>	<u>16.15%</u>	<u>17.10%</u>	<u>16.28%</u>
	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>
Contractually required contribution	\$ 12,043,228	\$ 10,131,610	\$ 8,240,451	\$ 6,256,181
Contributions in relation to the contractually required contribution	<u>12,043,228</u>	<u>10,131,610</u>	<u>8,240,451</u>	<u>6,256,181</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 83,459,653</u>	<u>\$ 80,537,440</u>	<u>\$ 76,798,239</u>	<u>\$ 70,452,489</u>
Contributions as a percentage of covered-employee payroll	<u>14.43%</u>	<u>12.58%</u>	<u>10.73%</u>	<u>8.88%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT
Schedule of Pension Contributions-CalPERS
For the Fiscal Year Ended June 30, 2022

	Last Ten Fiscal Years*			
	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>
CalPERS				
Contractually required contribution	\$ 8,254,173	\$ 7,279,964	\$ 7,205,929	\$ 6,600,413
Contributions in relation to the contractually required contribution	<u>8,254,173</u>	<u>7,279,964</u>	<u>7,205,929</u>	<u>6,600,413</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 36,028,691</u>	<u>\$ 35,168,908</u>	<u>\$ 36,539,369</u>	<u>\$ 36,543,090</u>
Contributions as a percentage of covered-employee payroll	<u>22.910%</u>	<u>20.700%</u>	<u>19.721%</u>	<u>18.062%</u>
	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>
Contractually required contribution	\$ 5,263,110	\$ 4,456,972	\$ 3,600,770	\$ 3,200,769
Contributions in relation to the contractually required contribution	<u>5,263,110</u>	<u>4,456,972</u>	<u>3,600,770</u>	<u>3,200,769</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 33,887,773</u>	<u>\$ 32,092,252</u>	<u>\$ 30,393,939</u>	<u>\$ 27,191,989</u>
Contributions as a percentage of covered-employee payroll	<u>15.531%</u>	<u>13.888%</u>	<u>11.847%</u>	<u>11.771%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

Schedule of Changes in the District's Net OPEB Liability and Related Ratios For the Fiscal Year Ended June 30, 2022

Employer's Financial Reporting Date Measurement Period	Last Ten Fiscal Years*				
	2021-22 2021-22	2020-21 2020-21	2019-20 2019-20	2018-19 2018-19	2017-18 2017-18
Total OPEB liability					
Service cost	\$ 6,001,980	\$ 5,104,422	\$ 3,837,913	\$ 4,987,643	\$ 4,854,154
Interest	2,540,298	2,008,524	1,779,340	3,428,314	3,335,606
Differences between expected and actual experience	94,252	22,613,807	-	(14,858,061)	-
Changes of assumptions or other inputs	(13,512,255)	346,578	8,408,860	1,654,667	(2,267,105)
Expected benefit payments	(3,869,512)	-	-	-	(3,630,866)
Benefit payments	-	(4,366,240)	(4,400,693)	(3,928,421)	85,492
Other changes	-	-	-	374,367	-
Net change in total OPEB liability	(8,745,237)	25,707,091	9,625,420	(8,341,491)	2,377,281
Total OPEB liability - beginning	116,493,007	90,785,916	81,160,496	89,501,987	87,124,706
Total OPEB liability - ending	\$ 107,747,770	\$ 116,493,007	\$ 90,785,916	\$ 81,160,496	\$ 89,501,987
Plan Fiduciary Net Position					
Contributions - employer	\$ 4,395,269	\$ 4,964,792	\$ -	\$ 4,265,389	\$ 4,339,503
Net investment income	29,936	-	284,231	154,831	79,553
Benefit payments	(3,869,512)	(4,366,240)	(3,564,682)	(3,928,421)	(3,630,865)
Investment Gains/(Losses)	-	27,407	(136,984)	-	-
Administrative expenses	-	-	-	-	85,492
Net change in plan fiduciary net position	555,693	625,959	(3,417,435)	491,799	873,683
Total fiduciary net position - beginning	7,111,740	6,485,781	9,903,216	9,411,417	8,537,734
Total fiduciary net position - ending	\$ 7,667,433	\$ 7,111,740	\$ 6,485,781	\$ 9,903,216	\$ 9,411,417
District's net OPEB liability (asset) - ending	\$ 100,080,337	\$ 109,381,267	\$ 84,300,135	\$ 71,257,280	\$ 80,090,570
Plan fiduciary net position as a percentage of the total OPEB liability	7.1%	6.1%	7.1%	12.2%	10.5%
Covered-employee payroll	\$ 120,214,314	\$ 116,996,899	\$ 112,720,844	\$ 114,428,198	\$ 112,683,361
Total OPEB liability as a percentage of covered-employee payroll	83.3%	93.5%	74.79%	62.27%	71.08%

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

*Schedule of the District’s Proportionate Share of the Net OPEB Liability – MPP Program
For the Fiscal Year Ended June 30, 2022*

Employer's Financial Reporting Date Measurement Period	Last Ten Fiscal Years*				
	2021-22 2020-21	2020-21 2019-20	2019-20 2018-19	2018-19 2017-18	2017-18 2016-17
District's proportion of net OPEB liability	0.2218%	0.2304%	0.2364%	0.2469%	0.2364%
District's proportionate share of net OPEB liability	\$ 884,485	\$ 976,252	\$ 880,313	\$ 945,194	\$ 994,457
Covered-employee payroll	N/A	N/A	N/A	N/A	N/A
District's net OPEB liability as a percentage of covered-employee payroll	N/A	N/A	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	(0.71%)	(0.81%)	0.40%	0.01%

Notes to Schedule:

**This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT

Notes to Required Supplementary Information For the Fiscal Year Ended June 30, 2022

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the *Governmental Accounting Standards Board* and provisions of the *California Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoptions with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms – There were no changes in benefit terms since the previous valuations for either CalSTRS and CalPERS.

Change of assumptions - There were no changes in economic assumptions since the previous valuations for either CalSTRS or CalPERS.

Schedule of District Contributions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

Schedule of Changes in the District's Total OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances, and the total OPEB liability. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms – There were no changes in benefit terms since the previous valuation.

Change of assumptions – Liability changes resulting from changes in economic and demographic assumptions are deferred based on the average working life. The discount rate was changed from 2.16 percent to 3.54 percent since the previous valuation.

OXNARD SCHOOL DISTRICT

*Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2022*

NOTE 1 – PURPOSE OF SCHEDULES (continued)

Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program

This schedule presents information on the District's proportionate share of the net OPEB liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented. As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

Change in benefit terms – There were no changes in benefit terms since the previous valuation.

Change of assumptions – The discount rate was changed from 2.21 percent to 2.16 percent since the previous valuation.

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Supplementary Information

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OXNARD SCHOOL DISTRICT

Local Educational Agency Organization Structure

June 30, 2022

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

GOVERNING BOARD

Member	Office	Term Expires
Mrs. Veronica Robles-Solis	President	November, 2022
Ms. Jarely Lopez	Clerk	November, 2022
Mrs. Debra Cordes	Member	November, 2022
Ms. Monica Madrigal Lopez	Member	November, 2024
Ms. Katalina Martinez	Member	November, 2024

DISTRICT ADMINISTRATORS

Karling Aguilera-Fort,
Superintendent

Valerie Mitchell
Interim Assistant Superintendent, Business and Fiscal Services

Dr. Ana DeGenna,
Assistant Superintendent, Educational Services

Dr. Victor M. Torres
Assistant Superintendent, Human Resources

OXNARD SCHOOL DISTRICT
Schedule of Average Daily Attendance
For the Fiscal Year Ended June 30, 2022

	<u>Second Period Report</u>	<u>Annual Report</u>
Regular ADA:		
Grades TK-3	5,406.40	5,443.37
Grades 4-6	4,556.06	4,571.73
Grades 7-8	<u>3,125.53</u>	<u>3,124.05</u>
Total Regular ADA	<u>13,087.99</u>	<u>13,139.15</u>
Special Education - Nonpublic, Nonsectarian Schools:		
Grades 7-8	<u>0.84</u>	<u>0.89</u>
Total Special Education, Nonpublic, Nonsectarian Schools	<u>0.84</u>	<u>0.89</u>
Total ADA	<u><u>13,088.83</u></u>	<u><u>13,140.04</u></u>

OXNARD SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2022

<u>Grade Level</u>	<u>Instructional Minutes Requirement</u>	<u>Instructional Minutes Offered</u>	<u>Instructional Days Offered</u>	<u>Status</u>
Kindergarten	36,000	46,557	180	Complied
Grade 1	50,400	53,829	180	Complied
Grade 2	50,400	53,829	180	Complied
Grade 3	50,400	53,829	180	Complied
Grade 4	54,000	54,702	180	Complied
Grade 5	54,000	54,702	180	Complied
Grade 6	54,000	59,808	180	Complied
Grade 7	54,000	59,808	180	Complied
Grade 8	54,000	59,808	180	Complied

OXNARD SCHOOL DISTRICT
Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2022

General Fund	(Budget) 2023 ²	2022	2021*	2020
Revenues and other financing sources	\$ 241,225,980	\$ 276,291,181	\$ 241,962,107	\$ 209,743,313
Expenditures	243,667,371	237,922,246	213,473,583	212,762,107
Other uses and transfers out	-	-	1,000,000	329,516
Total outgo	243,667,371	237,922,246	214,473,583	213,091,623
Change in fund balance (deficit)	(2,441,391)	38,368,935	27,488,524	(3,348,310)
Ending fund balance	\$ 80,955,292	\$ 83,396,683	\$ 45,027,748	\$ 17,539,224
Available reserves ¹	\$ 24,327,725	\$ 23,792,226	\$ 12,866,393	\$ 6,808,892
Available reserves as a percentage of total outgo	10.0%	10.0%	6.0%	3.2%
Total long-term debt	\$ 407,608,473	\$ 416,233,988	\$ 647,635,714	\$ 593,739,067
Average daily attendance at P-2	12,940	13,089	N/A	15,194

*As restated

The General Fund balance has increased by \$65.9 million over the past two years. The fiscal year 2022-23 adopted budget projects a decrease of \$2.4 million. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating deficit in one of the previous three years, and anticipates incurring an operating deficit during the 2022-23 fiscal year. Long-term debt has decreased by \$177.5 million over the past two years.

Average daily attendance decreased by 2,105 ADA compared to 2019-20. Budgeted ADA for fiscal year 2022-23 is 12,940.

¹ Available reserves consist of all unassigned fund balances in the General Fund.

² Revised Final Budget August, 2022.

OXNARD SCHOOL DISTRICT

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2022*

	<u>General Fund</u>	<u>Capital Facilities Fund</u>
June 30, 2022, annual financial and budget report fund balance	\$ 82,646,383	\$ 7,461,160
Adjustments and reclassifications:		
Increase (decrease) in total fund balance:		
Accounts payable overstated	-	380,000
Accounts receivable understated	<u>750,300</u>	<u>-</u>
June 30, 2022, audited financial statement fund balance	<u>\$ 83,396,683</u>	<u>\$ 7,841,160</u>

OXNARD SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
Federal Programs:				
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
Child Nutrition Cluster:				
School Breakfast Program - Especially Needy	10.553	13526	\$ 1,078,239	
National School Lunch Program	10.555	13523	5,412,155	
USDA Donated Foods	10.555	N/A	<u>1,090,131</u>	
Total Child Nutrition Cluster				\$ 7,580,525
Pandemic EBT Local Admin Grant	10.649	15644		5,814
Child and Adult Food Care Program:				
Child and Adult Food Care Program	10.558	13393	846,554	
Cash in Lieu of Commodities	10.558	13393	<u>269,535</u>	
Total Child and Adult Food Care Program				<u>1,116,089</u>
Total U.S.Department of Agriculture				<u>8,702,428</u>
U.S. Department of Education:				
Every Student Succeeds Act (ESSA):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329		5,538,124
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		747,733
English Language Acquisition Grants:				
Title III, Immigrant Education Program	84.365	15146	11,475	
Title III, Limited English Proficiency	84.365	14346	<u>1,086,286</u>	
Total English Language Acquisition Grants				1,097,761
Title IV, Part A, Student Support and Academic Enrichment	84.424	15396		394,783
COVID-19 - Education Stabilization Fund:				
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	664,093	
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	12,022,059	
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425U	15559	4,119,738	
Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	84.425U	10155	6,952,540	
Governor's Emergency Education Relief (GEER) Fund: Learning Loss Mitigation	84.425C	15517	730,138	
Expanded Learning Opportunities (ELO) Grant ESSER II State Reserve	84.425D	15618	897,156	
Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Emergency Needs	84.425U	15620	1,203,920	
Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Learning Loss	84.425U	15621	<u>2,092,042</u>	
Total Education Stabilization Fund				28,681,686
Passed through Ventura County SELPA:				
Individuals with Disabilities Education Act Cluster (IDEA):				
Local Assistance Entitlement	84.027	13379	2,023,961	
IDEA Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	10,487	
IDEA Preschool Grants, Part B, Section 619	84.173	13430	<u>104,378</u>	
Total Special Education (IDEA) Cluster				<u>2,138,826</u>
Total U.S.Department of Education				<u>38,598,913</u>
U.S. Department of Health & Human Services:				
Passed through California Dept. of Education (CDE):				
COVID-19 Coronavirus Response and Relief Supplemental Appropriations Act	93.575	15535		<u>1,763</u>
Total U.S. Department of Health & Human Services				<u>1,763</u>
Total Expenditures of Federal Awards				<u>\$ 47,303,104</u>

See accompanying note to supplementary information.

OXNARD SCHOOL DISTRICT
Note to Supplementary Information
June 30, 2022

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the District and whether the District complied with Article 8 (commencing with Section 46200) of Chapter 2 Part 26 of the *Education Code*.

Schedule of Financial Trends and Analysis

This schedule discloses the District’s financial trends by displaying past years’ data along with current year budget information. These financial trend disclosures are used to evaluate the District’s ability to continue as a going concern for a reasonable period of time.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

Schedule of Expenditures of Federal Awards

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts represent Federal funds that have been recorded as revenues that were expended in the prior period.

	Assistance Listing Number	Amount
Total Federal Revenues from the Statement of Revenues, Expenditures, and Changes in Fund Balances		\$ 51,014,329
Differences between Federal Revenues and Expenditures:		
Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act	93.575	(93,637)
CACFP COVID-16:Emergency Operational Costs	10.558	(155,022)
SNP COVID-16 Emergency Operational Costs	10.555	(568,702)
Supply Chain Assistance Funds	10.555	(341,499)
National School Lunch Program	10.553, 10.555	<u>(2,552,365)</u>
Total Schedule of Expenditures of Federal Awards		<u>\$ 47,303,104</u>

Other Independent Auditors' Reports

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 10, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
February 10, 2023



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance for Each Major Federal Program

We have audited the Oxnard School District's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Oxnard School District's major federal programs for the year ended June 30, 2022. The Oxnard School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Oxnard School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Oxnard School District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's federal program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Oxnard School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Oxnard School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Oxnard School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Oxnard School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Nixie + Nixie, PC.

Murrieta, California
February 10, 2023



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance

Opinion

We have audited the Oxnard School District's (District) compliance with the requirements specified in the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the District's state program requirements identified below for the year ended June 30, 2022.

In our opinion, Oxnard School District complied in all material aspects, with the laws and regulations of the state programs noted in the table below for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above, and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards* and the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances;
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
Local Education Agencies Other Than Charter Schools:	
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	Yes
Continuation Education	Not Applicable
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Yes
District of Choice	Not Applicable

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
In Person Instruction Grant	Yes
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom-Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

Areas marked as not applicable were not operated by the District.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify in the audit.

Other Matter

The results of our auditing procedures disclosed an instance of noncompliance, which is described in the accompanying schedule of findings and questioned costs as Finding 2022-001.

Government Auditing Standards requires the auditor to perform limited procedures on the District’s response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District’s response was not subjected to the auditing procedures applied in the audit of compliance and accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Nigro + Nigro, PC.

Murrieta, California
February 10, 2023

Schedule of Findings and Questioned Costs

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OXNARD SCHOOL DISTRICT
Summary of Auditors' Results
For the Fiscal Year Ended June 30, 2022

Financial Statements

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516(a)?	<u>No</u>

Identification of major programs:

Assistance Listing	
<u>Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.010	Title I, Part A
84.425, C, D, U	COVID-19 Education Stabilization Fund

Dollar threshold used to distinguish between Type A and Type B programs:	\$ <u>1,419,093</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

State Awards

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
-------------------------------------------------------------------	-------------------

OXNARD SCHOOL DISTRICT
Financial Statement Findings
For the Fiscal Year Ended June 30, 2022

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>AB 3627 Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no financial statement findings in 2021-22.

OXNARD SCHOOL DISTRICT
Federal Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2022

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2021-22.

OXNARD SCHOOL DISTRICT
State Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2022

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

Finding 2022-001: Attendance Accounting (10000)

Criteria: California Education Code section 46000 states: Attendance in all schools and classes shall be recorded and kept according to regulations prescribed by the State Board of Education, subject to the provisions of this chapter.

Good internal controls require the District to review its pupil attendance reporting processes and ensure that attendance policies and procedures are maintained and followed at all school sites.

Condition: During our review of ADA reported to CDE, we noted the following errors on the informational (B-1) lines:

P-2 Report of Attendance

- The District understated ADA (Line B-1) by 71.84 ADA in grades TK/K-3.
- The District understated ADA (Line B-1) by 64.42 ADA in grades 4-6.
- The District understated ADA (Line B-1) by 43.57 ADA in grades 7-8.

Annual Report of Attendance

- The District understated ADA (Line B-1) by 71.92 ADA in grades TK/K-3.
- The District understated ADA (Line B-1) by 61.04 ADA in grades 4-6.
- The District understated ADA (Line B-1) by 43.28 ADA in grades 7-8.

Context: The error is limited to fiscal year ended June 30, 2022 and is not a repeat finding.

Cause: The District noted these errors during the audit process and attempted to make revisions but was unable to do so because of a closure in the reporting window.

Effect: None. These amounts are informational only and are included in the A-1 section.

Recommendation: We recommend that the District develop procedures to ensure that all informational lines are entered on the P2 and Annual principal apportionment data collection.

Views of Responsible Officials: The District noted the errors outlined in Finding 2022-001 during the audit process, and has repeatedly attempted (even through February 10, 2023) to make revisions in the PADC reporting system, but has been unable to do so because of the closure of the reporting window, and PDAC not allowing corrections/revisions to be saved.

The District will develop and implement procedures to ensure that all informational lines are entered on the P2 and Annual principal apportionment data collection for 2022-23 and going forward.

OXNARD SCHOOL DISTRICT

Summary Schedule of Prior Audit Findings

For the Fiscal Year Ended June 30, 2022

Original Finding No.	Finding	Code	Recommendation	Current Status
<i>Finding 2021-001: Education Stabilization Fund</i>	<p>Program Identification:</p> <ul style="list-style-type: none"> ○ Federal Agency: U.S. Department of Education ○ Pass-through Entity: California Department of Education ○ Program Names: Elementary and Secondary School Emergency Relief (ESSERII) (AL No. 84.425D) <p>2 CFR 400.431(2)(ii) under costs of mass severance pay recognizes the Federal Government’s ‘responsibility to participate, to the extent of its fair share, in any specific payment. Prior approval by the Federal awarding agency or cognizant agency is required.’ ESSER funding is to be used to ‘prevent, prepare for, and respond to coronavirus.’</p> <p>The District used ESSER II funds to pay a portion of the annual SERP costs from an agreement put in place on March 21, 2018.</p>	50000	We recommend the District transfer the cost of the SERP to an allowable funding source and utilize the ESSER II funds for an allowable purpose up to September 30, 2023.	Implemented

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To the Board of Trustees
Oxnard School District
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2022, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated February 10, 2023, on the financial statements of Oxnard School District.

ASSOCIATED STUDENT BODY (ASB)

Observation: During our testing of cash disbursements, we noted both expenditures tested at **Soria** were not approved by the District representative, the ASB advisor, and/or the student representative until after the expenditure had already been incurred:

Recommendation: Education Code Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or vice-principal) prior to disbursing the funds. As a “best practice”, approval by required parties should be obtained before the actual commitment to purchase the items in order to ensure the expense is a proper use of student-body funds and falls within budgetary guidelines.

Observation: During our cash receipts testing at **Soria** we noted one transaction for \$9,587.81 collected in December was not deposited until the following March.

Recommendation: We recommend that the sites emphasize to the advisors and teachers that deposits should be made to the bookkeeper on a weekly basis or more often as needed. Money should never be left over the weekend or holidays because thefts often occur during these times.

Observation: During test of cash receipts at **Curren**, we noted each of the three receipts selected did not have point of collection documentation.

Recommendation: While there is currently a cash count sheet being utilized for fundraisers, this document does not establish an audit trail at the point of collection. Strong controls and documentation over cash receipts are necessary in order to prevent and detect the misappropriation of assets. We recommend that sales of fundraising items are tracked so that they may be reconciled to the cash count sheet.

ASSOCIATED STUDENT BODY (ASB) (continued)

Observation: During our testing at **Curren and Soria**, we identified that many of the bank reconciliations were not prepared timely. At **Curren**, the August, September and October reconciliations were not completed until December. The December reconciliation was not completed. At **Soria**, there were no statements for July or December and the August, September, October, and November reconciliations were not completed until January.

Recommendation: Timely and accurate bank reconciliations are prudent and necessary to ensure that the accounting records match the amounts held on deposit. We recommend the bookkeeper perform monthly bank reconciliations within two weeks after the statement arrives. Furthermore, the Principal or ASB Advisor should review the bank reconciliation and initial and date the bank statement and reconciliation as evidence they were reviewed. Review of the bank reconciliations by someone other than the ASB Bookkeeper is an important internal control to detect errors and possible questionable or suspicious activity.

We will review the status of the current year comments during our next audit engagement.

Nigro + Nigro, PC

Murrieta, California
February 10, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2022-23 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 Mental Health Coordinator in the Pupil Services Department for the 2022-23 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: March 01, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for Diana Diaz for the 2022-23 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Diana Diaz to serve as a Speech Language Pathologist at Chavez, K-8 for the 2022-23 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 Speech Language Pathology, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Approval of Resolution #22-22 to Discontinue Classified Positions (Torres/Lin)

Education Code states that the District must notice classified staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the changes in the Early Childhood Education program, the administration recommends preparing for a reduction in force as a precautionary strategy.

District staff has prepared a resolution that must be adopted to authorize the reduction of classified services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #22-22 to Discontinue Classified Positions, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-22 to Discontinue Classified POS_v2 \(two pages\)](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION No. 22-22

RESOLUTION TO DISCONTINUE CLASSIFIED POSITIONS

WHEREAS, the Board of Trustees has considered the Oxnard School District’s (District) budget, expenses, and projected staffing needs for the classified service for the 2023-2024 school year; and

WHEREAS, due to a lack of work and/or a lack of funds, the Board of Trustees has determined that certain classified services now being provided by the District must be discontinued; and

WHEREAS, Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds, and further set forth the procedural requirements to provide employees with notice that their services will not be required for the ensuing year due to lack of work or lack of funds; and

WHEREAS, the Governing Board is required by law to give notice, by March 15, 2023, to all permanent classified employees affected by any decision to reduce or eliminate positions in the classified services; and

WHEREAS, the District notified the Classified School Employees Association, Chapter 272 (CSEA), regarding the discontinued positions for classified services.

NOW, THEREFORE BE IT RESOLVED no later than June 30, 2023, the District shall reduce classified positions as specified:

Classification	Positions Discontinued	Hours per Position
Family Liaison	2	8.00
Administrative Assistant	1	8.00
Director of Early Childhood Education Programs	1	8.00

FURTHER RESOLVED, that the District Superintendent is authorized and directed to take such actions and give notice of layoff to the affected employees as necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced discontinuance of positions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority; and

BE IT FURTHER RESOLVED that the District Superintendent shall provide written notice of the discontinuance in positions and/or displacement rights to the affected classified employees on or before **March 15, 2023**.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 1st day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Jarely Lopez
Clerk, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

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

Date of Meeting: March 01, 2023

Agenda Section: Section D: Action Items

Selection of District Logo (Aguilera-Fort)

On December 7, 2022 the Board of Trustees approved a revision to the district's logo. Subsequent to that approval the district sought stakeholder input to come up with a final logo design. The Superintendent will present two versions of that final design for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees select one of the two (2) options presented as the final version of the revised district logo.

ADDITIONAL MATERIALS:

Attached: [OSD Logo Options \(1 page\)](#)

Option #1



Option #2



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 01, 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:

- February 1, 2023 Regular Meeting
- February 15, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes February 1 2023 Regular Board Meeting \(7 pages\)](#)
[Minutes February 15 2023 Regular Board Meeting \(14 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING

Wednesday, February 1, 2023

5:00 PM - Study Session

5:30 PM Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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)

President Robles-Solis called the meeting to order at 5:05 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

London Lai, student in Ms. Lockwood's class at San Miguel, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

One Magana and Rafael Ortiz, students in Ms. Chavez's class at San Miguel School, read the district's Mission Statement in English. Jaxen Mills and Alekxander Naranjo, students in Ms. Zuniga's class at San Miguel school, read the district's Vision in English. Miguel Hurtado, student in Ms. Zuniga's class at San Miguel School, read the district's Vision and Mission statement in Spanish.

A.4. Presentation by San Miguel School

Ms. Mary Truax, Administrator, provided a presentation regarding San Miguel School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-116 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - Presentation on School Counseling Program (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, introduced Dr. Wendy Marinez, School Counselor at Kamala School, and Ms. Amber Pergeson and Ms. Angelica Pantoja, School Counselors at Frank Academy, who provided information regarding the district's school counseling program.

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

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 6:22 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 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

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

The Board reconvened to open session at 7:10 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

A.11. Presentation of the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

Mr. Emilio Flores, CEO of Caldwell Flores Winters Inc. ("CFW") presented information relative to the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program. The report will be placed on the February 15, 2023 Board meeting agenda for the Board's consideration.

A.12. Adoption and Presentation of Resolution # 22-14 for National School Counseling Week, February 6 - 10, 2023 (DeGenna/Nocero)

The Board of Trustees adopted Resolution # 22-14 in recognition of National School Counseling Week, February 6 - 10, 2023.

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

Motion #22-117 Adoption of Resolution # 22-14 - National School Counseling Week,
February 6 - 10, 2023
Mover: MaryAnn Rodriguez
Seconder: Jarely Lopez
Moved To: Adopt
Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez
Absent: 1 - Monica Madrigal Lopez
Motion Result: Passed

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

Superintendent Aguilera-Fort introduced Ms. Valerie Mitchell, newly appointed Assistant Superintendent, Business & Fiscal Services.

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-118 Approval of Consent Agenda as Presented

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

C.1. Adoption of Resolution #22-15 Certifying to the Board of Supervisors of Ventura County All Proceedings in the November 8, 2022 General Obligation Bond Election (Measure I) and Establishing Citizens' Oversight for Measure I Bond Expenditures (Mitchell)

As presented.

Section C: APPROVAL OF AGREEMENTS

There were no agreements to be considered at this meeting.

Section D: ACTION ITEMS

D.1. Approval of a Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro (Torres/Carroll)

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

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro.

Motion #22-119 Approval of a Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - 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:

- November 16, 2022 Regular Meeting
- December 7, 2022 Special Meeting

Motion #22-120 Approval of Minutes of Board Meetings as Presented – November 16, 2022 Regular Meeting; December 7, 2022 Special Meeting

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, MaryAnn Rodriguez

Abstain: 1 - Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Revisions to AR/BP 6158 Independent Study (DeGenna/Santamaria)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented the revisions to AR/BP 6158 Independent Study for first reading. The revised policies will be presented for second reading and adoption at the February 15, 2023 Board meeting.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- OSD Student Profile

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

- OSD Vision/Mission
- National School Counseling Week
- African American History Month February 2023
- SchoolYard Rap @ McAuliffe
- Ms. Zendejas's Class at Chavez
- Rose Avenue Spelling Bee
- OSD Spelling Bee February 27th at Soria
- Lego Teacher Training
- VCSBA Meritorious Service Awards
- Oxnard College President's Advisory Council

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

Rose Gonzales

- Thank you to San Miguel for presentation
- Attended several recent trainings re: Governance, Finance, Human Resources
- Addressed OEA
- Attended Curren Spelling Bee yesterday
- Looking forward to district Spelling Bee

Jarely Lopez

- Thank you to all that presented today and all families that showed up
- Visited Lopez Academy - great to see student interactions - shout out to Opportunity Class and its teachers
- Hopes that our schools and communities focus on being kind and inclusive with one another - lift each other up

MaryAnn Rodriguez

- Thank you to San Miguel for presentation
- Enjoyed counselor presentation - would love to visit Wellness Centers soon

Veronica Robles-Solis

- We should recognize administrators and school staff always, not only during recognition week
- Had first VCSBA dinner on Monday, good turnout. Next meeting will be at the end of this month, via Zoom

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:07 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

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

Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - 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 1st day of March, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of February 1, 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

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING Wednesday, February 15, 2023

5:00 PM - Study Session

5:30 PM Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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)

President Robles-Solis called the meeting to order at 5:03 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Charley Rae Jackson, 6th grade student in Mrs. Beltran's class at Soria School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Leilani Torres, 5th grade student in Mrs. Calles's class at Soria School, led the audience in the Pledge of Allegiance.

A.4. Presentation by Soria School

Mrs. Deicy Ramirez, Assistant Principal, provided a presentation about Soria School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item A.6 - Study Session - Rose Avenue Elementary School Reconstruction Update Presentation (Mitchell/CFW) is being moved to Item A.12.

Motion #22-121 Adoption of Agenda as Amended

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Adopt as Amended

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - Rose Avenue Elementary School Reconstruction Update Presentation (Mitchell/CFW)

Moved to Item A.12 at Adoption of Agenda

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 5:32 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - OAH Case No. 2022100444
 - OAH Case No. 2022120198
 - ADR Case No. JM111710
 - 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 48916 of the Education Code the Board will consider student matters including:
 - Recommendation for Readmission of Student
 - Case No. 21-06 (Action Item)

3. 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

4. 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

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

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

The Board reconvened to open session at 7:01 p.m.

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

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-122 Approval of Settlement Agreement - OAH Case No. 2022100444

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-123 Approval of Settlement Agreement - OAH Case No. 2022120198

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-124 Approval of Settlement Agreement – ADR Case No. JM111710

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #22-125 Approval of Readmission of Student – Case No. 21-06

Mover: Rose Gonzales

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.11. Presentation by CFW Advisory Services Regarding the Sale of Measure “I” Bonds (Mitchell/CFW Advisory Services)

Mr. Emilio Flores with CFW Advisory Services presented information regarding the proposed sale of Measure "I" Bonds. The Board's approval of the Bond sale will be requested during the corresponding Action item #D.5 at this meeting.

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

A.12. Study Session - Rose Avenue Elementary School Reconstruction Update Presentation (Mitchell/CFW)

Mr. Emilio Flores with Caldwell Flores Winters provided an update on the Rose Avenue Elementary School reconstruction project.

Section B: PUBLIC COMMENT/HEARINGS

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

- Karen Sher re: Item C.4 Master Construct & Implementation Plan
- Gabe Teran re: Item C.4 Master Construct & Implementation Plan and Crosswalk at G & Doris Avenue

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-126 Approval of Consent Agenda as Presented

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

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 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan (DeGenna/Thomas)

As presented.

C.2. Approval to Attend Out of State Conference (DeGenna)

For Dr. Aracely Fox and Ms. Allison Cordes to attend Connect 2023 Alegra Learning Partnership Summit in Provo, Utah, March 8-10, 2023, in the amount not to exceed \$4,500.00, to be paid out of ESSER II funds.

C.3. Approval to Attend Out of State Conference (DeGenna/Fox)

For Ms. Anjannette Carrillo to attend InstructureCon in Denver, Colorado, July 26-28, 2023, in the amount not to exceed \$3,600.00, to be paid out of ESSER II funds.

C.4. Approval and Adoption of the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

As presented.

C.5. Purchase Order/Draft Payment Report #22-06 (Mitchell /Franz)

As presented.

C.6. Enrollment Report (Mitchell)

As presented.

C.7. Certification of Signatures (Mitchell)

As presented.

C.9. Establishment and Abolishment of Positions (Torres/Lin)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.10. Approval of Agreement/MOU #22-203, Mark Griffiths (DeGenna/Blevins)

To provide two assemblies of “Making Good Choices” to students at McAuliffe School on Wednesday, February 22, 2023, in the amount not to exceed \$850.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #22-205 – Stephanie Enriquez, M.A. (DeGenna/Thomas)

To provide consultation services to the History/Social Science TOSA to support facilitation of the History/Social Science Textbook adoption process, February 16, 2023 through June 30, 2023, in the amount not to exceed \$2,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of Agreement #22-206, Ojai Raptor Center (DeGenna/Cordes)

To provide three (3), 60 minute in-person presentations with bio facts/taxidermy specimens for students at Lemonwood School on April 12, 2023, in the amount not to exceed \$315.00, to be paid out of Title 1 Funds.

C.13. Approval of Agreement #22-210 – Gopher Sport (DeGenna/Shea)

For Gopher Sport SPARK to provide five (5) Professional Development sessions for after school program staff to include curriculum, on-site teacher training, content-matched equipment, and follow-up support, February 16, 2023 through June 30, 2023, in the amount not to exceed \$16,800.45, to be paid out of Expanded Learning Opportunity Grant Funds.

C.14. Approval of Agreement #22-213 – Francisca S. Sanchez dba/Provocative Practice (Aguilera-Fort)

To provide the district with development, facilitation, and implementation of action plans for the district's Strategic Plan, February 16, 2023 through December 31, 2023, in the amount of \$45,000.00, to be paid out of the Unrestricted General Fund.

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

C.15. Approval of Agreement #22-212 with Ventura County Office of Education - SESS (DeGenna/Nocero)

To provide Social Emotional and Behavioral Services for the 2023-2024 school year, July 1, 2023 through June 30, 2024, in the amount not to exceed \$132,914.56, to be paid out of LCFF Funds.

C.16. Approval of Agreement #22-211, Pavement Engineering Inc. (Mitchell/Miller)

To provide Engineering Design and Support, Inspection, and Contract Administration Services for the pavement projects at Driffill, Kamala, Lopez, Marina West, McAuliffe, Ramona, and Ritche Schools and the Educational Service Center, February 16, 2023 through June 30, 2024, in the amount not to exceed \$427,000.00, to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

C.17. Ratification of Amendment #3 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)

To provide additional paraeducator staff due to the lack of direct hires during the 2022-23 school year, in the amount of \$900,000.00, to be paid out of Special Education Funds, for a new total agreement amount of \$2,200,000.00.

C.18. Ratification of Amendment #2 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

For the allocation of additional supplemental staff based on unfilled direct hire positions during the 2022-23 school year, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), in the amount of \$900,000.00, to be paid out of Special Education Funds, for a new total agreement amount of \$1,200,000.00.

C.19. Ratification of Agreement #22-204 – Challenge Day (DeGenna/Halko)

To provide full day boot camps on conflict resolution, relationship building, and social emotional intelligence for 7th & 8th grade students at Soria School on February 23-24, 2023, in the amount not to exceed \$7,800.00, to be paid out of Supplemental Concentration Funds.

C.20. Ratification of Agreement/MOU #22-207 – Tutorific (DeGenna/Jefferson)

To provide additional instruction to students selected or assigned by the Special Education Department for tutoring outside of the normal school day, July 1, 2022 through June 30, 2023, in the amount of \$100,000.00, to be paid out of Special Education Funds.

C.21. Ratification of Agreement #22-208 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide exceptional services to special education student #AC080310 that consist of support from Special Circumstances Paraeducators (SCP's) during the 2022-2023 school year, including Extended School Year, in the amount of \$30,468.25, to be paid out of Special Education Funds.

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

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

To provide Independent Education Evaluator Services to the Special Education Department, January 1, 2023 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of the Comprehensive Safe School Plans 2022-2023 - 21 Sites (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, recommended the Board's approval of the Comprehensive School Safety Plans for 21 sites.

Motion #22-127 Approval of the Comprehensive Safe School Plans 2022-2023 - 21 Sites

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

D.2. Approval of Resolution #22-16 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms (Mitchell/CFW)

Ms. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Greg Norman with Caldwell Flores Winters who presented information relative to Resolution #22-16. The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #22-128 Approval of Resolution #22-16 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Marina West Elementary Transitional Kindergarten Classrooms

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

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

D.3. Approval of Resolution #22-17 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms (Mitchell/CFW)

Ms. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Greg Norman with Caldwell Flores Winters who presented information relative to Resolution #22-17. The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #22-129 Approval of Resolution #22-17 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Marina West Elementary Preschool Classrooms

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

D.4. Approval of Resolution #22-18 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms (Mitchell/CFW)

Ms. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Greg Norman with Caldwell Flores Winters who presented information relative to Resolution #22-18. The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #22-130 Approval of Resolution #22-18 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Marina West Elementary Kindergarten Classrooms

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.5. Adoption of Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement (Mitchell/CFW Advisory Services)

Mr. Emilio Flores with CFW Advisory Services provided information regarding Resolution #22-19. The Resolution is in the form required pursuant to State law to permit staff to proceed with the issuance of the first series of bonds in the amount of \$78,000,000.

Motion #22-131 Adoption of Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of a Variable Term Service Waiver in Physical Education for Noemi Ayala for the 2022-23 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Physical Education for Noemi Ayala for the 2022-23 School Year.

Motion #22-132 Approval of a Variable Term Service Waiver in Physical Education for Noemi Ayala for the 2022-23 School Year

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica

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

Madrigal Lopez

Motion Result: Passed

D.7. Consideration of Votes for 2023 CSBA Delegate Assembly Vacancy (Aguilera-Fort)

The Board of Trustees approved the vote for Rebecca "Beckie" Cramer (Pleasant Valley SD) to fill an existing vacancy in the CSBA's Delegate Assembly, Subregion 11-B.

Motion #22-133 Approval of the Board's Vote for Rebecca "Beckie" Cramer (Pleasant Valley SD) to Fill Existing Vacancy in CSBA's Delegate Assembly, Subregion 11-B

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

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:

- December 14, 2022 Regular Meeting
- January 18, 2023 Regular Meeting

Motion #22-134 Approval of Minutes of Board Meetings as Presented – December 14, 2022 Regular Meeting; January 18, 2023 Regular Meeting

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 F: BOARD POLICIES

F.1. First Reading - Revisions to BP & AR 5144.1 Suspension and Expulsion Due Process (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented the revisions to BP & AR 5144.1 Suspension and Expulsion Due Process for First Reading. The revised policies will be presented for Second Reading and Adoption at the March 1, 2023 Board meeting.

F.2. Second Reading & Adoption-Revisions to BP & AR 6158 Independent Study

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

(DeGenna/Santamaria)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented the revisions to BP & AR 6158 Independent Study for Second Reading and Adoption.

Motion #22-135 Adoption of Revisions to BP & AR 6158 Independent Study

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

- Student Profile
- District Vision and Mission
- Lemonwood TK - Ms. Alvarado's class
- Lemonwood Newcomer Students
- 2023 CABE Writing Contest Winner - Sebastian Kempton @
- Harrington School Yard Rap @ Elm
- Sprinkling Happiness @ Lopez Academy
- Padres Juntos Promoviendo la Educación
- Black History Celebratory Event
- Leadership Learning and Planning
- City of Oxnard and UCLA Chicano Studies Research Center "Thriving Youth Survey"
- Measure "I"

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

Rose Gonzales

- Thank you to Soria School for presentation
- Thank you to administrators for attending
- Attended Black History Celebration at McAuliffe - thank you to Ms. Ruvalcaba
- Visited three middle schools - appreciates how everything is student-centered
- Attended Sierra Linda Neighborhood Council meeting

Jarely Lopez

- Information regarding percentage of students that go into low-paying jobs is a good reminder for all
- Appreciated Black History Celebration Event
- We are all here for the students - governance team and employees all have the right

intentions.

Monica Madrigal Lopez

- Thank you to Superintendent for bringing statistics about percentages of students attending college and entering the job market - need to do better as a district and community to collaborate more with surrounding partners and City

MaryAnn Rodriguez

- Thank you to Soria for presentation today

Veronica Robles-Solis

- Received lots of positive feedback on updated social media account
- Thank you to Superintendent for forming a strong relationship with local colleges

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:28 a.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

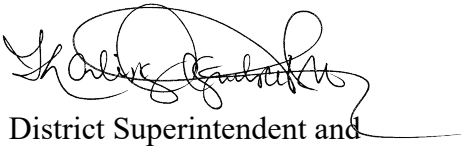
Seconder: MaryAnn Rodriguez

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 1st day of March, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of February 15, 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: March 01, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption of Revision to BP & AR 5144.1 Suspension and Expulsion Due Process (DeGenna/Nocero)

Board Policy BP & 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.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees adopt the revisions of Board Policy BP & AR 5144.1 Suspension and Expulsion Due Process as the second reading as presented.

ADDITIONAL MATERIALS:

Attached: [BP 5144.1 Suspension And Expulsion Due Process \(8 pgs\).pdf](#)
[AR 5144.1 Suspension And Expulsion Due Process\(24 pgs\).pdf](#)

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

~~To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5)~~

~~Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~Except for single acts of a grave nature or offenses 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 or the student's presence causes a continuing danger to himself/herself or others.~~

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law , **in this policy**, and administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Removal from Class by a Teacher and Parental Attendance

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Decision Not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

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

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

Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8239.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Contempt
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11058	Standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 288a	Oral copulation, defined
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime, defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes, harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
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
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 729.6	Counseling
Federal	Description
18 USC 921	Definitions, firearm
20 USC 1415(K)	Placement in alternative educational setting
20 USC 7961	Gun-free schools
42 USC 11432-11435	Education of homeless children and youths
Management Resources	Description
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Court Decision	Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
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
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Notice	Description
Unique Policy	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	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
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
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
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
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition

6145.2	<u>Athletic Competition</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.8	<u>Assemblies And Special Events</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>
9322	<u>Agenda/Meeting Materials</u>

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. Removal from a particular class shall 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)

~~Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)~~

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, 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, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such 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, 288, 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 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))

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. (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)

Grounds for Suspension and Expulsion

A student may be subject to suspension or expulsion when it is determined that he/she:

- ~~1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense; (Education Code 48900(a))~~

~~A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(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, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, 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, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as 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 any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own 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 or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))~~
11. ~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~
12. ~~11. Knowingly received stolen school property or private property. (Education Code 48900(l))~~
13. ~~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))~~
14. ~~Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))~~
15. ~~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))~~
16. ~~Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))~~
17. ~~Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))~~
~~Hazing means a method of initiation or preinitiation 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))~~
18. ~~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. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. ~~Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)~~

~~Sexual harassment means that conduct, 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)~~

~~(cf. 5145.7—Sexual Harassment)~~

20. ~~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 another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233; Penal Code 422.55)~~

~~(cf. 5145.9—Hate-Motivated Behavior)~~

21. ~~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)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

22. ~~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 in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.~~

~~Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.~~

~~Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of 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 his/her age, or for a person of his/her age with his/her disability.~~

~~(Education Code 48900(r))~~

~~(cf. 1114 – District-Sponsored Social Media) (cf. 5131.2 – Bullying)~~

~~(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)~~

~~(cf. 6164.6 – Identification and Education under Section 504)~~

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)~~

~~1. While on school grounds~~

~~2. While going to or coming from school~~

~~3. During the lunch period, whether on or off the school campus (cf. 5112.5 – Open/Closed Campus)~~

~~4. During, going to, or coming from a school-sponsored activity (cf. 5131.1 – Bus Conduct)~~

~~The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(v))~~

~~Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~(cf. 5113 – Absences and Excuses) (cf. 5113.1 – Truancy)~~

Suspension from Class by a Teacher ~~Removal from Class by a Teacher/Parental Attendance~~

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 #1-18 under** in "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** ~~removing~~ 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 removal**. 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** ~~removed~~ from class shall not be returned to class during the period of **the suspension removal** without the approval of the teacher of the class and the principal **or designee**. (Education Code 48910)

A student **suspended** ~~removed~~ 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, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was **suspended** ~~removed~~. (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 ~~may~~ shall immediately suspend a student found at school or at a school activity to have committed ~~for~~ 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)) in "Grounds for Suspension and Expulsion" above. 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 in the student.~~ (Education Code 48900.5)

Suspension may be imposed upon a first offense if the Superintendent, ~~or~~ principal, or designee determines that the student violated 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 or threatens to disrupt the instructional process. (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 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)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

- ~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~
- ~~2. Brandishing a knife, as defined in Education Code 48915(g), at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~

~~5. Possession of an explosive as defined in 18 USC 921~~

~~Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)~~

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 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:

~~Suspensions shall be initiated according to 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 the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her 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 parent/guardian and student shall be notified of the student's 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. (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 by telephone or in person. Whenever a student is suspended, the parent/guardian 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)

In addition, the notice may state the date and time when the student may return to school. ~~If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.~~

4. Parent/Guardian Conference: Whenever a student is suspended, school officials **may request a meeting** ~~meet~~ 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. ~~While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, 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)

5. 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. ~~Any~~ **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. ~~Extension of the suspension may be made only if~~ 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, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency 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)**

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 ~~Principal's~~ 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 ~~if any of the acts listed in "Grounds for Suspension and Expulsion" occurred.~~ 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 ~~Supervised Suspension Classroom~~

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 a supervised classroom **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 supervised **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 in person 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 ~~Authority to Expel~~

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)~~

~~The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s):- (Education Code 48915(b) and (e))~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

Mandatory Recommendation for 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, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
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)

~~Mandatory Recommendation and Mandatory Expulsion~~

~~Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))~~

- ~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence~~
- ~~2. Brandishing a knife as defined in Education Code 48915(g) at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~
- ~~5. Possessing an explosive as defined in 18 USC 921~~

~~Upon finding that the student committed any of the above acts, the Board shall expel the student. (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, the Superintendent, principal, or designee shall offer the student and parent/guardian 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.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. 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 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

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 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 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)

~~At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)~~

Conduct of Expulsion Hearing

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))

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. 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. 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 below. (Education Code 48918(i))

4. 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))

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. 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. 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 Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. 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 for a period of one year. (Education Code 48917, 48918)

~~The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

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 an act listed under "Mandatory Recommendation and Mandatory Expulsion" listed in the section "Authority to Expel" in the accompanying Board policy above, 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 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 ~~Post-Expulsion Placements~~

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 #6-12 and #19-21 under "Grounds for Suspension and Expulsion: Grades K-12" and 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

~~Readmission procedures shall be as follows:~~

Prior to the date set by the Board for the student's readmission:

~~1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)~~

1. The Superintendent or designee shall hold a conference with the parent/guardian 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 parent/guardian 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 information would be disclosed in violation of Education Code 49073-49079~~. If a written request for open session is received from the parent/guardian 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 parent/guardian, 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 parent/guardian 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** Board shall maintain a record of each **suspension and** expulsion, including the specific cause(s) of the expulsion. **(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)

Outcome Data

~~The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)~~

- ~~1. The number of students recommended for expulsion~~
- ~~2. The specific grounds for each recommended expulsion~~
- ~~3. Whether the student was subsequently expelled~~
- ~~4. Whether the expulsion order was suspended~~
- ~~5. The type of referral made after the expulsion~~
- ~~6. The disposition of the student after the end of the expulsion period~~

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
CCP. 1985-1997	Production of evidence; means of production
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Ed. Code 17292.5	Program for expelled students
Ed. Code 1981-1981.5	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32261	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules (for government and discipline of schools)
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8239.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Contempt
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11058	Standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 288a	Oral copulation, defined
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime, defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes, harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
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
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

Website
Website
Website
Website

Notice

Unique Policy

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
0460
0460
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1114
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1312.3-E(2)
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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](#)
[District-Sponsored Social Media](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Civility](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)

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3515	Campus Security
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3515.3	District Police/Security Department
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3515.4	Recovery For Property Loss Or Damage
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4158	Employee Security
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4258	Employee Security
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4358	Employee Security
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5112.1	Exemptions From Attendance
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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
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5125	Student Records
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5131.2	Bullying
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5131.4	Student Disturbances
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5131.6	Alcohol And Other Drugs
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5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
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5142	Safety
5144	Discipline
5144	Discipline

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5144.4	Required Parental Attendance
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5145.12	Search And Seizure
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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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5148.3	Preschool/Early Childhood Education
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6145	Extracurricular And Cocurricular Activities
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6173-E(1)	Education For Homeless Children
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6185	Community Day School
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9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 01, 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: March 01, 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: March 01, 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, February 24th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A