

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
Interim Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING

Wednesday, January 18, 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

January 18, 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. Chantal Anderson-Witherspoon, Principal, Marshall School, will introduce Amarpreet Gharu, 7th grade student in Ms. Henry's class at Marshall, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The district's Vision and Mission will be read in English by Sophie Landberg, 8th grade student in Ms. Sanqui's class at Marshall School and in Spanish by Olivia Ornelas, 8th grade student in Ms. Culver's class at Marshall School.

A.4. Presentation by Marshall School

Ms. Chantal Anderson-Witherspoon, Principal, Marshall School, will provide a short presentation to the Board regarding Marshall. 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 Assistant Superintendent of Human Resources. 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:

- OAH Case No. 2022100038
- OAH Case No. 2022110771
- OAH Case No. 2022110780
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

- 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.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.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

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

C.1. Request for Amended Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees approve out-of-state conference attendance for Mr. Steven Kenis, School Psychologist, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, Colorado, from February 7 through February 10, 2023, in the amount not to exceed \$1,500.00 to be paid out of OSSA Funds. This item was previously approved at the October 5, 2022 Board Meeting with Mr. Kenis using his personal funds.

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

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees approve out-of-state conference attendance for Mr. Jose Carranza, Ms. Alicia Alcantar, and Ms. Ja Ja Perng, School Psychologists, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, CO February 7 through February 10, 2023, in the amount not to exceed \$1,500.00 per person, to be paid out of OSSA Funds.

C.3. Enrollment Report (Mitchell)

District enrollment as of December 31, 2022 was 14,173. This is 255 less than the same time last year.

C.4. Extension for Filing the Fiscal Year 2021/2022 Audited Financial Report (Mitchell/Crandall Plasencia)

Pursuant to Education Code Section 41020.2, the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance wish to inform the Board of Trustees that the Ventura County Office of Education has approved a request from Oxnard School District and the district's audit firm for an extension for the filing of their fiscal year 2021/2022 audited financial report from December 15, 2022 to February 10, 2023.

C.5. Purchase Order/Draft Payment Report #22-05 (Mitchell /Franz)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-05 as submitted.

C.6. Establishment and Abolishment of Positions (Torres)

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

C.7. Personnel Actions (Torres)

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

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

C.8. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, second quarter, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Agreement #22-198 – Gopher Sport (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-198 with Gopher Sport, to provide SPARK PE Professional Development for Oxnard School District Physical Education teachers, January 26, 2023 through June 30, 2023, in the amount not to exceed \$30,000.00, to be paid out of Educator Effectiveness Block Grant Funds.

C.10. Approval of Agreement #22-199 – Dreambox Learning Inc. (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-199 with Dreambox Learning Inc., to provide additional Professional Development webinars for teachers and administrators for Implementation of Dreambox Learning, January 23, 2023 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #22-200 – Mindset Academy by SWEAT III (DeGenna/Rubin)

It is the recommendation of the Principal, Kamala School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-200 with Mindset Academy by SWEAT III, to provide 10 days of student, parent and teacher development through a series of assemblies and workshops focused on mindset development, student engagement and emotional intelligence, January 19, 2023 through June 30, 2023, in the amount not to exceed \$46,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of the Appointment of Flewelling and Moody as Architect of Record for the Driffill K-8 School Improvement Project, New Transitional Kindergarten Facilities and Approval of Architectural Services Agreement #22-201 with Flewelling and Moody (Mitchell/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint Flewelling & Moody as Architect of Record for the Driffill K-8 New Transitional Kindergarten Facilities Project, approve the proposed project design and site layout, and approve Architectural Services Agreement #22-201 with Flewelling & Moody, in the amount of \$387,000.00, to be paid out of Master Construct and Implementation Program Funds.

C.13. Ratification of Agreement #22-202 with Sharette to Provide Building Commissioning Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Agreement #22-202 with Sharette, for Building Commissioning Services for the Rose Avenue School Reconstruction Project, January 19, 2023 through September 20,

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2023, in the amount of \$17,160.00, to be paid from Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.14. Ratification of Amendment #4 to Agreement #17-127, VCOE - Hearing Conservation & Audiology Services 2021-22 (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #17-127 with VCOE – Hearing Conservation & Audiology Services, to adjust the cost for providing hearing screening services and specialized hearing screening services during the 2021-22 school year, in the amount not to exceed \$7,220.00, to be paid out of the Unrestricted General Fund.

C.15. Ratification of Amendment #001 to Agreement #21-140 with Kenco Construction Services, Inc., Additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #001 to Agreement 21-140 with Kenco for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, September 1, 2022 - April 30, 2023, in the amount of \$147,840.00, to be paid from Master Construct and Implementation Funds.

C.16. Ratification of Amendment #1 to Agreement #22-86 – ATX Learning, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-86 with ATX Learning, LLC., to increase the previously approved amount for providing supplemental staffing, August 16, 2022 through June 30, 2023, in the amount of \$589,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of School-Level Parent and Family Engagement Policies for 2022-2023 School Year - 20 Schools (DeGenna/Ruvalcaba)

It is the recommendation of the Associate Superintendent, Educational Services and the Manager, Equity, Family, and Community Engagement that the Board of Trustees approve the School-Level Parent and Family Engagement Policies for the 2022-2023 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

D.2. Approval of New Classification and Job Duties for After School Program Site Coordinator (Torres)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the new classification and job duties for After School Program Site Coordinator, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of an Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Valerie Cahue (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency BCLAD for Valerie Cahue for the 2022-23 school year, as presented.

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 Speech Language Pathology for Joanne Kim 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 for Joanne Kim for the 2022-23 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.5. Approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for the 2022-2023 School Year for Linda Hernandez Quintana (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director,

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

Certificated Human Resources, that the Board of Trustees approve the Variable Waiver for Multiple Subject, BCLAD, Basic Skills for the 2022-2023 School Year for Linda Hernandez Quintana to serve as first grade teacher at McKinna Elementary School for the 2022-23 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.6. Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Valerie J. Mitchell (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees ratify the employment agreement for Valerie J. Mitchell as Assistant Superintendent, Business & Fiscal Services, as presented.

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:

- October 19, 2022 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 and Adoption – Revisions to BP 4030: Nondiscrimination in Employment (Torres/Carroll)

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

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4030: Nondiscrimination in Employment, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.2. Second Reading and Adoption – Revisions to Employee Notifications: Exhibits 4112.9, 4212.9, 4312.9-E(1) (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt revisions to Exhibits 4112.9, 4212.9, 4312.9-E(1): Employee Notifications, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.3. Second Reading and Adoption – Revisions to Civil And Legal Rights – BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4119.1, 4219.1, 4319.1: Civil and Legal Rights, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.4. Second Reading and Adoption – Revisions to BP 4140/4240/4340: Bargaining Units (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4140/4240/4340: Bargaining Units, as presented.

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.5. Second Reading and Adoption – Revisions to BP 4216: Probationary/Permanent Status (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4216: Probationary/Permanent Status, as presented.

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.

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, January 13th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 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 Assistant Superintendent of Human Resources. 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: January 18, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- OAH Case No. 2022100038
- OAH Case No. 2022110771
- OAH Case No. 2022110780
- 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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 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: January 18, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 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.

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FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

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

The Board approved a request for one Oxnard School District representative, Mr. Steven Kenis, School Psychologist, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, Colorado, from February 7 through February 10, 2023. This item was approved at the October 5th Board Meeting, with Mr. Kenis using his personal funds. The conference will provide him with the opportunity for professional growth in school psychology practices and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

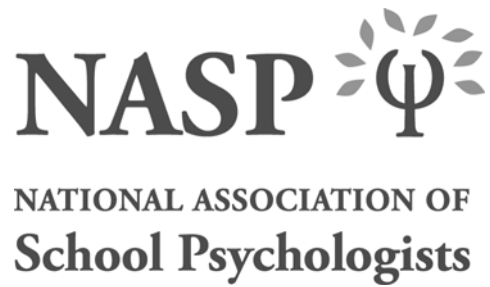
Not to Exceed \$1,500.00 in OSSA Funds

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Registration Deadlines and Fees- NASP Kenis.pdf](#)



Registration Deadlines and Fees

Registration for the virtual package **closes Feb. 3 at 5:00 p.m. EST.**

Convention Fees

Your **in-person Denver convention** registration fee includes:

- 1,200+ peer-reviewed presentations (Mini-Skills, Practitioner Conversation Sessions, Papers, Posters, and Symposia)
- All Featured and Special Sessions
- Keynote Address
- Access to the Exhibit Hall

While registration for the **Denver Express Virtual Package** includes:

- Access to a live stream of our eight 80-minute Documented Sessions with closed captioning and live chat, followed by 60-days on-demand access.
- Access to General Session and a selected set of poster presentations

Extra Fee Required

Earn documented CPD or access advanced trainings by adding these selections to your registration:

- Documented sessions[√]
- NASP Convention Workshops[√]
- Red Cross Training

Sessions with a [√] offer documented CPD.

Mem: Member

Non: Nonmember

Stu: Student Member

In-Person Convention Fees

	Early Registration (through 11/9/22)	Preregistration (11/10/22 to 1/11/23)	Full Registration (1/12/23 & on-site)	Daily (1/12/23 & on-site)
Members	\$269	\$289	\$319	\$185
Non-Members	\$509	\$529	\$559	\$285
Students	\$109	\$119	\$129	
Principals	N/A	N/A	\$130	N/A

"Denver Express" Fees

	Preregistration (Through 1/11/23)	Full Registration (1/12/23 through 2/3/23 at 5:00 p.m. EST)
Members	\$149	\$199
Non-Members	\$359	\$409
Students	\$59	\$79

NASP Convention Workshops**

	Mem	Non	Stu
Half Day	\$100	\$135	\$100

PREPaRE 3rd Edition Workshops**

	Mem	Non	Stu
Workshop 1	\$170	\$244	\$170
Workshop 2	\$235	\$294	\$235
ToT 1 ***	\$280	\$345	\$245
ToT 2 ***	\$355	\$444	\$310

**Additional savings will not be applied at checkout. Savings are based on the price difference between early registration, preconvention registration, and full registration rates for regular members and nonmembers. For the in-person convention, Student members save \$20 with the early registration rate and \$10 with the preconvention registration rate. For the virtual package, Student members save \$20 with the preconvention registration rate.*

***You must register for the convention before registering for these sessions.*

****There are specific eligibility requirements and extensive preworkshop requirements for the PREPaRE 3rd Ed ToTs. These are included in the workshop and registration descriptions. Please be sure to read these before registering for a 3rd Ed ToT. NASP will confirm eligibility of all registrations.*

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

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

The Board's approval is requested for one (3) Oxnard School District representative, Mr. Jose Carranza, Ms. Alicia Alcantar, and Ms. Ja Ja Perng, School Psychologists, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, CO February 7 through February 10, 2023. The conference will provide attendees with the opportunity for professional growth in school psychology practices and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

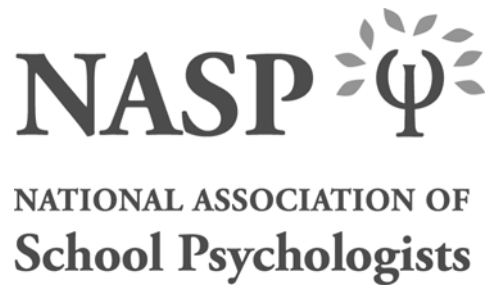
Not to exceed \$1,500.00 per person - OSSA Funds to be charged for actual expenses

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Registration Deadlines and Fees- NASP .pdf](#)



Registration Deadlines and Fees

Registration for the virtual package **closes Feb. 3 at 5:00 p.m. EST.**

Convention Fees

Your **in-person Denver convention** registration fee includes:

- 1,200+ peer-reviewed presentations (Mini-Skills, Practitioner Conversation Sessions, Papers, Posters, and Symposia)
- All Featured and Special Sessions
- Keynote Address
- Access to the Exhibit Hall

While registration for the **Denver Express Virtual Package** includes:

- Access to a live stream of our eight 80-minute Documented Sessions with closed captioning and live chat, followed by 60-days on-demand access.
- Access to General Session and a selected set of poster presentations

Extra Fee Required

Earn documented CPD or access advanced trainings by adding these selections to your registration:

- Documented sessions[√]
- NASP Convention Workshops[√]
- Red Cross Training

Sessions with a [√] offer documented CPD.

Mem: Member

Non: Nonmember

Stu: Student Member

In-Person Convention Fees

	Early Registration (through 11/9/22)	Preregistration (11/10/22 to 1/11/23)	Full Registration (1/12/23 & on-site)	Daily (1/12/23 & on-site)
Members	\$269	\$289	\$319	\$185
Non-Members	\$509	\$529	\$559	\$285
Students	\$109	\$119	\$129	
Principals	N/A	N/A	\$130	N/A

"Denver Express" Fees

	Preregistration (Through 1/11/23)	Full Registration (1/12/23 through 2/3/23 at 5:00 p.m. EST)
Members	\$149	\$199
Non-Members	\$359	\$409
Students	\$59	\$79

NASP Convention Workshops**

	Mem	Non	Stu
Half Day	\$100	\$135	\$100

PREPaRE 3rd Edition Workshops**

	Mem	Non	Stu
Workshop 1	\$170	\$244	\$170
Workshop 2	\$235	\$294	\$235
ToT 1 ***	\$280	\$345	\$245
ToT 2 ***	\$355	\$444	\$310

**Additional savings will not be applied at checkout. Savings are based on the price difference between early registration, preconvention registration, and full registration rates for regular members and nonmembers. For the in-person convention, Student members save \$20 with the early registration rate and \$10 with the preconvention registration rate. For the virtual package, Student members save \$20 with the preconvention registration rate.*

***You must register for the convention before registering for these sessions.*

****There are specific eligibility requirements and extensive preworkshop requirements for the PREPaRE 3rd Ed ToTs. These are included in the workshop and registration descriptions. Please be sure to read these before registering for a 3rd Ed ToT. NASP will confirm eligibility of all registrations.*

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of December 31, 2022 was 14,173. This is 255 less than the same time last year.

FISCAL IMPACT:

None.

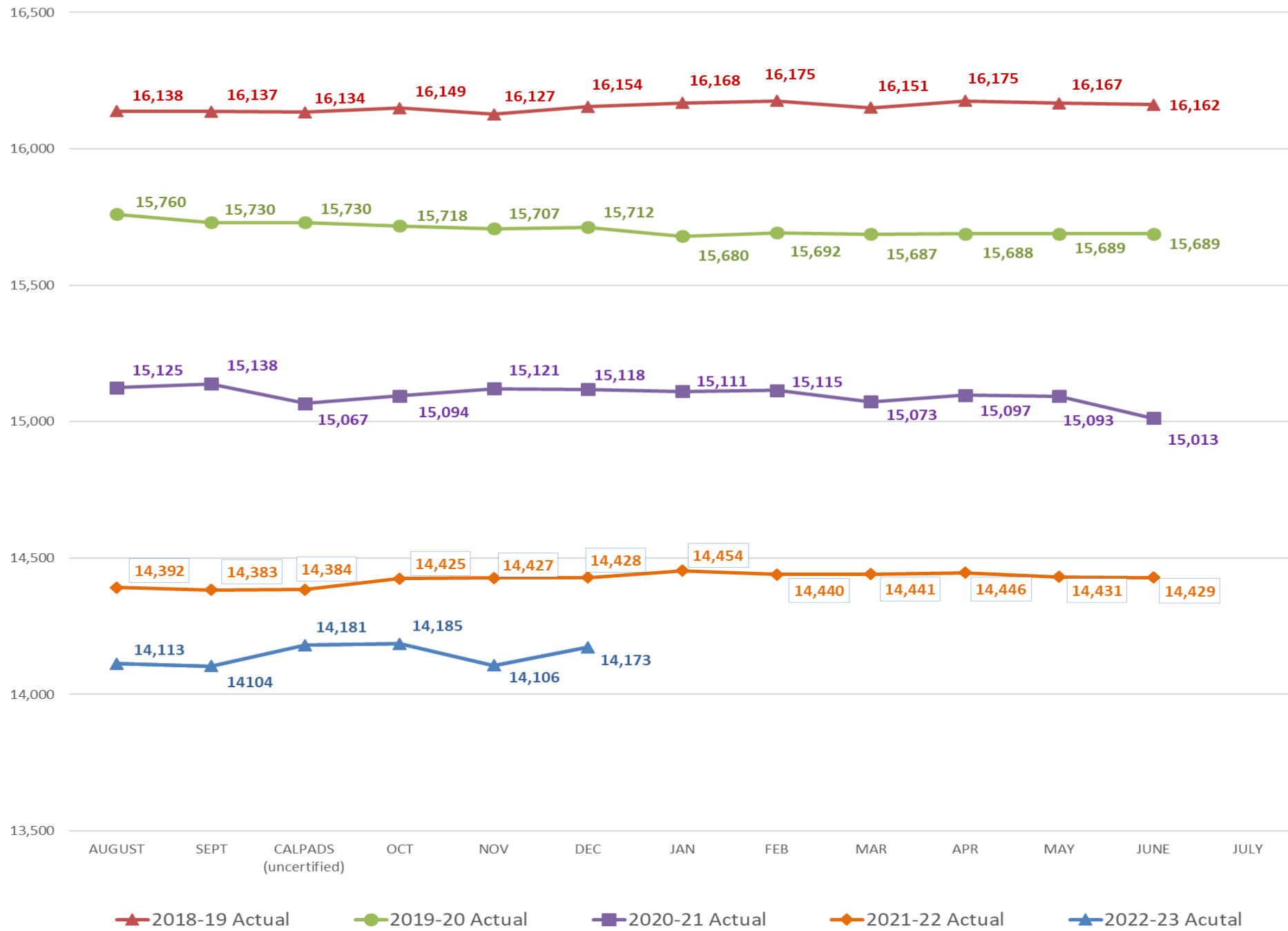
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Extension for Filing the Fiscal Year 2021/2022 Audited Financial Report (Mitchell/Crandall Plasencia)

Pursuant to Education Code Section 41020.2, the Ventura County Office of Education has approved a request from Oxnard School District and the district's audit firm, Nigro and Nigro, PC, for an extension for the filing of their fiscal year 2021/2022 audited financial report from December 15, 2022 to February 10, 2023. This request is due to continuous staffing shortages causing a delay in the completion of the audit.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [OSD Extension Request Letter to VCOE December 7, 2022 \(1 page\)](#)
[VCOE Response Letter to OSD \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

December 7, 2022

BOARD OF TRUSTEES

VERONICA ROBLES-SOLIS
President

JARELY LOPEZ
Clerk

MONICA MADRIGAL LOPEZ
DEBRA M. CORDES
MARYANN RODRIGUEZ

ADMINISTRATION

KARLING AGUILERA-FORT, Ed.D.
Superintendent

DR. ANABOLENA DEGENNA
Associate Superintendent
Educational Services

DR. NATALIA BATISTA
Assistant Superintendent
Human Services

VALERIE MITCHELL, MPPA
Interim Assistant Superintendent
Business Services

VIA E-MAIL

Ms. Dannielle Brook
Executive Director, School Business & Advisory Services
Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012
SBASsubmittals@vcoe.org

RE: Extension Request for Fiscal Year 2021-22 Audit

Dear Ms. Brook:

The Oxnard School District is requesting an extension of time for the completion of the annual financial and compliance audit for the year ended June 30, 2022. After speaking with our audit firm last week, the workload and schedules of both the Oxnard School District Business department and that of Nigro and Nigro, will not allow for us to meet the December 15, 2022 due date. We are requesting an extension to February 10, 2023.

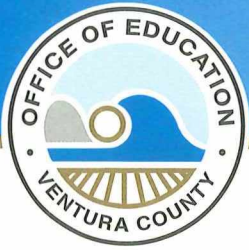
Thank you for your consideration on behalf of Oxnard School District. Should you have any questions, please give me a call at (805)385-1501, ext. 2401.

Sincerely,

Valerie Mitchell
Interim Assistant Superintendent

Copy to: Mary Crandall Plasencia, Director of Finance

Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities."



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

December 9, 2022

Mrs. Veronica Robles-Solis
Governing Board President
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Dear Mrs. Robles-Solis,

The Oxnard School District is requesting an extension for the filing of their fiscal year 2021/2022 audited financial report per Education Code Section 41020.2. This request is due to continuous staffing shortages causing a delay in the completion of the audit.

The Ventura County Office of Education (VCOE), after discussions with district representatives and the independent auditor, agree that an extension for the completion of the audit is appropriate under these circumstances. Therefore, contingent upon the consent of the State Superintendent of Public Instruction and the consent of the State Controller's Office, VCOE will grant the request for an extension of the 2021/2022 audit to February 10, 2023.

Please include the request letter and this response as part of the next scheduled board meeting. In addition, please forward a copy of the board minutes to School Business and Advisory Services for our records.

If you have any questions or need more information regarding this matter, please feel free to contact Danni Brook at (805)383-1981.

Sincerely,

A handwritten signature in blue ink that reads "César Morales".

Dr. César Morales
Ventura County Superintendent of Schools

cc: Dr. Karling Aguilera-Fort, Superintendent, Oxnard School District
Misty Key, Deputy Superintendent, Ventura County Office of Education
Danni Brook, Executive Director, Ventura County Office of Education

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-05 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 12/02/2022 through 1/09/2023 for the 2022-2023 school year, for \$2,757,988.18.
2. There are no Draft Payments issued from 12/02/2022 through 1/09/2023, for the 2022-2023 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-05 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-05 \(13 Pages\)](#)

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00048	P And R Paper Supply Co	640	MATL/SUP	130-9320	5,815.08
NP23-00049	Sysco Food Services Of Ventura	640	SUP	130-9320	1,897.14
NP23-00050	Sysco Food Services Of Ventura	640	SUP	130-9320	4,214.85
NP23-00051	Sysco Food Services Of Ventura	640	SUP	130-9320	560.20
NP23-00052	Sysco Food Services Of Ventura	640	SUP	130-9320	3,566.75
NP23-00053	Gold Star Foods	640	SUP	130-9320	195.88
NP23-00054	ePallet, Inc.	640	SUP	130-9320	7,484.04
NP23-00055	Gold Star Foods	640	SUP	130-9320	148.76
NP23-00056	P And R Paper Supply Co	640	SUP	130-9320	9,337.31
NP23-00057	Gold Star Foods	640	SUP	130-9320	632.70
NP23-00058	Gold Star Foods	640	SUP	130-9320	571.12
NP23-00059	P And R Paper Supply Co	640	SUP	130-9320	5,811.79
P23-02831	COSTCO WHOLESALE CORPORATION	056	Matl/supp-Instructional	010-4300	546.25
P23-02873	PORTOLA HOTEL & SPA	300	CONF-Calsa 2023 (LCAP 1.19)	010-5200	1,889.88
P23-02899	Calif Assn Of Latino Supt & Ad	300	Conference-CALSA (LCAP 1.19)	010-5200	1,500.00
				010-5300	450.00
P23-02900	Southwest School & Office Sup	003	Store Supplies	010-9320	11,235.05
P23-02901	Amazon Com	300	Supplies - LCAP 3.01	010-4300	213.91
P23-02902	PORTOLA HOTEL & SPA	100	Lodging for Supt's Symposium	010-5200	1,429.47
P23-02903	CABO SEAFOOD GRILL AND CANTINA INC	300	Supp- LCAP 1.20	010-4300	174.80
P23-02904	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02905	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02906	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02907	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02908	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02909	Sysco Food Services Of Ventura	640	SUP	130-4700	30,000.00
P23-02910	Uline	003	Shipping Supplies	010-4300	751.64
P23-02911	Office Depot Bus Ser Div	003	Store Supplies	010-9320	102.04
P23-02912	Staples Direct	003	Store Supplies	010-9320	448.36
P23-02913	COSTCO WHOLESALE CORPORATION	041	Mat/Supplies	010-4300	1,092.50
P23-02914	Calif Assn Of Latino Supt & Ad	100	Conference	010-5200	750.00
				010-5300	300.00
P23-02915	Maps.com LLC	345	Mtls- (Science BWET Grant)	010-4300	77.15
P23-02916	Harbor Freight Tools	003	Warehouse Supplies	010-4300	276.48
P23-02917	Veritiv Operating Company	003	Store Supplies	010-9320	10,810.29
P23-02918	CABO SEAFOOD GRILL AND CANTINA INC	300	Supp- LCAP 1.20	010-4300	183.54
P23-02919	See's Candies, Inc	059	Materials & Supplies	010-4300	4,429.06
P23-02920	COSTCO WHOLESALE CORPORATION	058	Materials & Supplies	010-4300	1,638.75
P23-02921	SCHOOL SPECIALTY LLC	003	Store Supplies	010-9320	5,594.97
P23-02922	Perma Bound Books	032	BKS - Instructional	010-4200	446.11

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02923	IMAGE APPAREL FOR BUSINESS	630	SERV (22-23 MAINT-PAUL GODECK)	010-5800	111.10
P23-02924	NATIONAL COUNCIL OF TEACHERS OF MATHEMATICS	355	MEMBERSHIPS FOR MATH - (LCAP GOAL # 1, ACTION # 5)	010-5300	149.00
P23-02925	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	647.80
P23-02926	Amazon Com	032	BKS - Instructional	010-4200	99.02
P23-02927	Amazon Com	050	Materials & Supplies-Inst	010-4300	618.34
P23-02928	Amazon Com	032	Matl/Sup - Instructional	010-4300	130.36
P23-02929	Amazon Com	032	Matl/Sup - Instructional	010-4300	60.15
P23-02930	Amazon Com	032	Matl/Sup - Instructional	010-4300	622.09
P23-02931	Amazon Com	032	Matl/Sup - Instructional	010-4300	129.71
P23-02932	Amazon Com	315	MATRL/SUPL LCAP 1.6	010-4300	139.35
P23-02933	Amazon Com	630	Materials and Supplies	010-4300	100.07
P23-02934	Amazon Com	040	MATL/SUPP	010-4300	306.85
P23-02935	ALAS c/o Megan Soliz	345	MEMB (LCAP 1.20)	010-5300	300.00
P23-02936	Zearn	355	STWR APPS - (LCAP GOAL # 1, ACTION # 5)	010-5818	40,000.00
P23-02937	SCHOOL TECH SUPPLY	056	Computer Equip.	010-4418	2,608.87
P23-02938	CUE, INC	345	CONF LCAP 1.20 (TOSAs)	010-5200	359.00
P23-02939	Ashton Awards Inc Aswell Trophy	056	Matl/Supp-Instructional	010-4300	1,278.23
P23-02940	Brainpop Com LLC	056	Software	010-5818	5,207.12
P23-02941	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	053	Materials/ Supplies-Instructional	010-4300	210.85
P23-02942	RICHARD OSUNA FRANCHISE ATHLETIC APPAREL	032	Matl/Sup - Instructional	010-4300	1,666.50
P23-02943	CABE	100	CABE MEMB	010-5300	450.00
P23-02944	Forbess Consulting Group, Inc FCG Environmental	630	Professional Services / Lemonwood Kitchen	010-5800	1,795.00
P23-02945	Boomerang Project	315	CONF LCAP 1.6	010-5200	6,950.00
P23-02946	CABE	044	TRAVEL & CONFERENCE	010-5200	2,654.78
P23-02947	Home Depot Inc	059	Materials & Supplies	010-4300	1,173.35
P23-02948	PCASC/TREASURER SERGIO GARCIA	210	conf	010-5200	2,796.00
P23-02949	ROMU FOODS, INC. DBA. BG'S CAFE	053	Materials/Supplies- Instructional	010-4300	218.50
P23-02950	Ahern Rentals	300	Supp- LCAP 3.01	010-5600	441.40
P23-02951	Mission Linen Supply	620	Supplies	010-4300	2,261.48
P23-02952	Residence Inn Downtown Long Beach	630	Hotel-2023 CASBO Annual Conferene	010-5200	797.97
P23-02953	Ventura Co Office Of Education	004	TRAV/CONF	010-5200	810.00
P23-02954	Lakeshore Learning Materials	335	Mat/Sup-Instruction -LCAP 1.8	010-4300	1,071.74
P23-02955	ACTIVE INTERNET TECHNOLOGIES	100	SOFTWARE/SERV	010-5818	88,392.37
P23-02956	Lakeshore Learning Materials	058	Riders safety materials	010-4300	218.46
P23-02957	Lakeshore Learning Materials	058	Alferes. order tk/K	010-4300	254.51

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ESCAPE ONLINE

Page 2 of 13

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02958	CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM	058	Stagecoach Museum Fieldtrip	010-4300	32.05
				010-5800	382.95
P23-02959	SCRIPPS NATL SPELLING BEE	042	SERV/INSTRUCTION	010-5800	182.50
P23-02960	SCRIPPS NATIONAL SPELLING BEE INC	058	Registration-Spelling Bee	010-5800	182.50
P23-02961	Amazon Com	058	Teacher Mtl's and Supplies	010-4300	697.62
P23-02962	SCRIPPS NATIONAL SPELLING BEE INC	052	SERV/ENTR/OPER-Instructional	010-5800	182.50
P23-02963	Amazon Com	058	Counselor/ORC items	010-4300	1,385.26
P23-02964	SCRIPPS NATIONAL SPELLING BEE INC	032	SERV - Instructional	010-5800	182.50
P23-02965	ESGI, LLC	050	SERV/INST	010-5818	315.00
P23-02966	Amazon Com	044	Materials & Supplies	010-4300	217.23
P23-02967	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS	010-4200	116.73
P23-02968	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	50.30
P23-02969	Amazon Com	630	Grounds Materials and Supplies	010-4300	212.50
P23-02970	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	796.43
P23-02971	Amazon Com	053	Materials Supplies- Instructional	010-4300	205.70
P23-02972	Amazon Com	032	Matl/Sup - Instructional	010-4300	53.69
P23-02973	Amazon Com	032	Matl/Sup	010-4300	106.10
P23-02974	Amazon Com	355	MATERIALS FOR MATH (LCAP GOAL #1 ACTION # 5)	010-4300	118.72
P23-02975	Amazon Com	059	Materials & Supplies	010-4300	103.44
P23-02976	Amazon Com	630	Grounds Materials and Supplies	010-4300	590.29
P23-02977	Dial Security	630	Professional Service / Fire Monitoring	010-5800	660.00
P23-02978	Dial Security	630	Professional Service / Fire Monitoring	010-5800	660.00
P23-02979	Dial Security	630	Professional Service / Fire Monitoring	010-5800	606.83
P23-02980	COSTCO WHOLESALE CORPORATION	053	Materials/Supplies-Instructional	010-4300	546.25
P23-02981	Lakeshore Learning Materials	052	MATL/SUPL-Instr	010-4300	273.02
P23-02982	Lakeshore Learning Materials	044	Materials & supplies	010-4300	2,294.74
P23-02983	ACSA/FEA	200	CONF (S. Carroll)	010-5200	599.00
P23-02984	SIRAS SYSTEMS	385	(LCAP2.4) SIRAS INVOICES PAID PER ATTACHMENT	010-5800	5,600.00
P23-02985	SCHOLASTIC-BOOK CLUBS	066	Books other than textbooks-Instructional	010-4200	131.18
P23-02986	CN School & Office Sol, Inc Cui-ver-Newlin	630	Furniture / Grounds	010-4300	4,676.55
				010-4400	2,735.10
P23-02987	Cyber Copy Inc	053	Material/Supplies-Instructional	010-4300	1,356.71
P23-02988	CASBO	630	Conference / Dana Miller	010-5200	943.00
P23-02989	ZAPOPAN BUSINESS GROUP LLC	640	MATL/SUP	130-4300	573.56
	WOR LD WIDE IMAGING SUPPLIES				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02990	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	Matl/Supp	010-4300	1,044.43
P23-02991	HEAR & C	385	SENTIERO DP HANDHELD OAE SCREENER W/DUAL PROBE	010-6400	5,949.50
P23-02992	SOFTCHOICE CORPORATION	004	SOFTWARE	010-5818	84,023.00
P23-02993	SCHOOL TECH SUPPLY	004	Tech Repl	010-5618	954.85
P23-02994	B & H Foto & Electronics Corp	004	MAT/SUP	010-4418	2,526.68
P23-02995	CARNEGIE FOUNDATION FOR THE AD VANCEMENT OF TEACHING	300	CONF-Carnegie Foundation Summit 2023 (LCAP 1.32)	010-5200	5,370.00
P23-02996	CDW G	610	Safety Software	010-5818	1,134.02
P23-02997	California School Boards Assoc	100	CSBA 2023 Coast2Coast	010-5200	675.00
				010-5220	675.00
				010-5224	675.00
				010-5225	675.00
P23-02998	Grainger Inc	048	ESSER 11- MTLs/SUPL (TRASH CANS)	010-4300	858.11
P23-02999	COUNTY OF VENTURA BEHAVIORAL H EALTH DEPT.	380	SERV (GOAL 2.9)	010-5100	809,624.00
				010-5800	25,000.00
P23-03000	SCRIPPS NATIONAL SPELLING BEE INC	041	Other Services - Instructional	010-5800	182.50
P23-03001	Office Depot Bus Ser Div	038	MATL/SUPP-instructional 1st	010-4300	2,456.49
P23-03002	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	640	SUPPLIES	130-4300	100.00
				130-4700	400.00
P23-03003	CABO SEAFOOD GRILL AND CANTINA INC	300	Supp- LCAP 3.01	010-4300	594.32
P23-03004	ORIENTAL TRADING COMPANY	044	Materials & Supplies	010-4300	441.23
P23-03005	AG Designs 805	051	MAT/SUPPLIES (Instructional)	010-4300	520.00
P23-03006	TRI-SIGNAL INTEGRATION, INC.	630	Fire Alarm Repair / M. West	010-5632	660.20
P23-03007	PEEBEE & JAY PH	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	579.60
P23-03008	Printech	050	Materials & Supplies-Inst	010-5631	848.13
P23-03009	SCHOLASTIC-TEACHER STORE	042	Materials and Supplies	010-4200	213.22
P23-03010	SCHOLASTIC-TEACHER STORE	056	Books other than Textbooks	010-4200	458.09
P23-03011	Hand2mind	355	MTL/S FOR UTK MATH (LCAP GOAL #1, ACTION #5)	010-4300	246.93
P23-03012	Otter Graphics, Inc	059	Materials & Supplies	010-4300	914.20
P23-03013	WESTIN LONG BEACH	210	conf	010-5200	2,403.92
P23-03014	Palm Mountain Resort & Spa	345	CONF LCAP 1.20 (LCFF-TOSAs)	010-5200	1,158.65
P23-03015	Office Depot Bus Ser Div	003	Store Supplies	010-9320	763.88
P23-03016	Staples Direct	003	Store Supplies	010-9320	305.90
P23-03017	Montgomery Hardware Company	630	Professional Service / Locksmith	010-5800	10,435.68
P23-03018	Calif Dept Of Educ	630	Plan Check Fees / Transportation	140-6220	602.00
P23-03019	Pitsco Inc	032	Mat/Sup - Instructional	010-4300	428.42
P23-03020	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	3,269.42

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03021	United Refrigeration Inc	630	Equip / Facilities	010-4400	1,620.18
P23-03022	Pioneer Chemical Co	003	Store Supplies	010-9320	786.05
P23-03023	PPG ARCHITECT COATINGS, LLC	003	Store Supplies	010-9320	648.95
P23-03024	School Health Corporation	003	Store Supplies	010-9320	563.99
P23-03025	School Nurse Supply Co	003	Store Supplies	010-9320	728.92
P23-03026	Steve's Transmissions	630	Vehicle Repairs	010-5632	1,000.00
P23-03027	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / Ritche	010-5800	605.00
P23-03028	DICK BLICK COMPANY BLICK ART M ATERIALS	003	Store Supplies	010-9320	1,020.94
P23-03029	SCHOOL SPECIALTY LLC	003	Store Supplies	010-9320	1,151.50
P23-03030	Southwest School & Office Sup	003	Store Supplies	010-9320	1,125.06
P23-03031	Uline	003	Warehouse Supplies	010-4300	541.88
P23-03032	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	233.24
P23-03033	Amazon Com	038	Mat/Sup - Instruction - Drifill - (LCAP 1.8)	010-4300	233.24
P23-03034	Amazon Com	044	Mat/Sup - Instruction - HARRINGTON - (LCAP 1.8)	010-4300	233.24
P23-03035	Amazon Com	052	Mat/Sup - Instruction - Marina West - (LCAP 1.8)	010-4300	233.24
P23-03036	Amazon Com	053	Mat/Sup - Instruction - McAuliffe - (LCAP 1.8)	010-4300	233.24
P23-03037	Amazon Com	066	Mat/Sup - Instruction - Ritche - (LCAP 1.8)	010-4300	466.48
P23-03038	Amazon Com	058	Mat/Sup - Instruction - Rose Ave - (LCAP 1.8)	010-4300	233.24
P23-03039	Amazon Com	060	Mat/Sup - Instruction - Sierra Linda - (LCAP 1.8)	010-4300	233.24
P23-03040	Amazon Com	036	Mat/Sup - Instruction - Curren - (LCAP 1.8)	010-4300	233.24
P23-03041	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	248.97
P23-03042	Amazon Com	038	Mat/Sup - Instruction - DRIFILL - (LCAP 1.8)	010-4300	248.97
P23-03043	Amazon Com	044	Mat/Sup - Instruction - HARRINGTON - (LCAP 1.8)	010-4300	248.97
P23-03044	Amazon Com	052	Mat/Sup - Instruction - MARINA WEST - (LCAP 1.8)	010-4300	248.97
P23-03045	Amazon Com	053	Mat/Sup - Instruction - McAULIFFE - (LCAP 1.8)	010-4300	248.97
P23-03046	Amazon Com	066	Mat/Sup - Instruction - Ritche - (LCAP 1.8)	010-4300	497.94
P23-03047	Amazon Com	058	Mat/Sup - Instruction - Rose Ave - (LCAP 1.8)	010-4300	248.97
P23-03048	Amazon Com	060	Mat/Sup - Instruction -Sierra Linda - (LCAP 1.8)	010-4300	248.97

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03049	Amazon Com	036	Mat/Sup - Instruction -Curren - (LCAP 1.8)	010-4300	248.97
P23-03050	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	197.82
P23-03051	Amazon Com	038	Mat/Sup - Instruction - DRIFFILL - (LCAP 1.8)	010-4300	197.82
P23-03052	Amazon Com	044	Mat/Sup - Instruction - HARRINGTON - (LCAP 1.8)	010-4300	197.82
P23-03053	Amazon Com	052	Mat/Sup - Instruction - Marina West - (LCAP 1.8)	010-4300	197.82
P23-03054	Amazon Com	053	Mat/Sup - Instruction - McAuliffe - (LCAP 1.8)	010-4300	197.82
P23-03055	Amazon Com	066	Mat/Sup - Instruction - Ritche - (LCAP 1.8)	010-4300	395.65
P23-03056	Amazon Com	058	Mat/Sup - Instruction - Rose Ave - (LCAP 1.8)	010-4300	197.82
P23-03057	Amazon Com	060	Mat/Sup - Instruction - Sierra Linda - (LCAP 1.8)	010-4300	197.82
P23-03058	Amazon Com	036	Mat/Sup - Instruction - Curren - (LCAP 1.8)	010-4300	197.82
P23-03059	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	91.96
P23-03060	Amazon Com	038	Mat/Sup - Instruction - Driffill - (LCAP 1.8)	010-4300	91.96
P23-03061	Amazon Com	044	Mat/Sup - Instruction - Harrington - (LCAP 1.8)	010-4300	91.96
P23-03062	Amazon Com	052	Mat/Sup - Instruction - Marina West - (LCAP 1.8)	010-4300	91.96
P23-03063	Amazon Com	053	Mat/Sup - Instruction - McAuliffe - (LCAP 1.8)	010-4300	91.96
P23-03064	Amazon Com	066	Mat/Sup - Instruction - Ritche - (LCAP 1.8)	010-4300	163.93
P23-03065	Amazon Com	058	Mat/Sup - Instruction - Rose Ave - (LCAP 1.8)	010-4300	91.96
P23-03066	Amazon Com	060	Mat/Sup - Instruction - Sierra Linda - (LCAP 1.8)	010-4300	91.96
P23-03067	Amazon Com	036	Mat/Sup - Instruction - Curren - (LCAP 1.8)	010-4300	91.96
P23-03068	Amazon Com	380	MAT/SUPP (LCAP 1.30)	010-4300	228.11
P23-03069	Amazon Com	380	MAT/SUPP (LCAP 1.30)	010-4300	37.52
P23-03070	Amazon Com	032	Mat/Sup - Instructional	010-4300	613.63
P23-03071	Amazon Com	380	Materials & supplies for Erika D. (LCAP 1.3)	010-4200	20.91
P23-03072	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	112.56
P23-03073	Amazon Com	380	Materials & supplies for DHH (LCAP 1.13)	010-4300	1,217.44
P23-03074	Amazon Com	380	Materials & supplies for DHH (LCAP 1.13)	010-4300	487.75

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P23-03075	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	331.58
P23-03076	Amazon Com	380	Materials & supplies for Jennifer B (LCAP 1.3)	010-4300	265.87
P23-03077	Amazon Com	380	Mat & Supp (LCAP 1.30)	010-4300	138.94
P23-03078	Amazon Com	380	Materials & supplies for Ashley A. (LCAP 1.3)	010-4200	30.52
P23-03079	Amazon Com	036	mat/sup - instructional	010-4300	249.00
P23-03080	Amazon Com	036	bks - instructional	010-4200	117.48
P23-03081	Amazon Com	036	bks - instructional	010-4200	66.81
P23-03082	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	183.21
P23-03083	Amazon Com	380	Materials & supplies for Shiri H. (LCAP 1.3)	010-4200	81.59
P23-03084	Amazon Com	056	Mat/Supp-Instructional	010-4300	84.28
P23-03085	Amazon Com	380	Materials & supplies for Laura H. (LCAP 1.3)	010-4300	204.96
P23-03086	Amazon Com	380	Materials & supplies for Laura H. (LCAP 1.3)	010-4300	94.09
P23-03087	Amazon Com	054	Matl;sup-iiinstructional	010-4300	49.31
P23-03088	Amazon Com	053	Materials/Supplies-Instructional	010-4300	117.04
P23-03089	Amazon Com	040	BOOKS OTHER THAN	010-4200	361.08
P23-03090	Amazon Com	040	BOOKS OTHER THAN	010-4200	1,575.34
P23-03091	Amazon Com	050	BOOKS OTHER THAN LIBRARY BOOKS	010-4200	115.24
P23-03092	Amazon Com	050	BOOKS OTHER THAN LIBRARY BOOKS	010-4200	108.38
P23-03093	Amazon Com	054	materials/sup-instructional	010-4300	53.69
P23-03094	Amazon Com	032	Matl/Sup - Instructional	010-4300	568.82
P23-03095	Amazon Com	032	Matl/Sup - Instructional	010-4300	642.26
P23-03096	Amazon Com	036	matl/sup - instructional	010-4300	1,068.66
P23-03097	Amazon Com	032	Matl/Sup - Instructional	010-4300	195.02
P23-03098	Lakeshore Learning Materials	041	Mat/Sup. - Instruct. Teacher: T. Byrnes - SH	010-4300	207.50
P23-03099	Super Duper Inc	380	MAT/SUPL (LCAP 1.13)	010-4300	119.20
P23-03100	Par Inc	380	MAT/SUPL (LCAP 1.13)	010-4300	30,000.00
P23-03101	Lakeshore Learning Materials	042	Mat & Suppl (LCAP 1.30)	010-4300	434.82
P23-03102	EL POLLO NORTENO INC	056	Matl/Supp-Rephreshments	010-4300	437.00
P23-03103	NICHOLAS JONES HARE SPORTS LLC	032	Matl/Sup - Instructional	010-4300	481.88
P23-03104	Jose Tolentino dba. 805 Digital Signs	032	Matl/Sup - Instructional	010-4300	524.40
P23-03105	Monster Technology LLC	032	Matl/Sup - Instructional	010-4300	1,904.23
P23-03106	Rochester 100, Inc	032	Matl/Sup - Instructional	010-4300	270.94
P23-03107	Maad Graphics	058	Banners	010-4300	152.95
P23-03108	CABE	032	CONF - Admin	010-5200	740.00
P23-03109	CABE	032	CONF - Instructional	010-5200	5,230.00
P23-03110	CABE	032	CONF - Parent	010-5200	1,480.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03111	Printech	032	Matl/Sup - Instructional	010-4300	874.46
P23-03112	Lego Education	315	MATL/SUP LCAP 1.6	010-4300	12,217.92
P23-03113	Gopher Sport	046	Mat/Sup LCAP 1.6	010-4300	2,077.50
P23-03114	Walmart	052	MATL/SUPL-Instructional	010-4300	2,000.00
P23-03115	United Airlines, Inc	100	Coast2Coast Flight Tickets	010-5200	704.70
				010-5220	704.70
				010-5224	704.70
				010-5225	704.70
P23-03116	Ventura Co Office Of Education	053	CONF-Instructional	010-5200	50.00
P23-03117	Southwest Airlines	335	Travel/Conf - Instruction	010-5200	335.92
P23-03118	Mission Linen Supply	003	Freezer Supplies	010-4300	682.81
P23-03119	Grainger Inc	335	Power cord	010-4300	86.26
P23-03120	CAPITOL HILTON HOTEL	100	Coast2Coast Hotel	010-5200	1,282.84
				010-5220	1,282.84
				010-5224	1,282.84
				010-5225	1,282.84
P23-03121	Lakeshore Learning Materials	032	Matl/Sup - Instructional	010-4300	10.91
P23-03122	SCHOLASTIC-MAGAZINES	036	matl/sup - instructional	010-4300	82.36
P23-03123	SCHOLASTIC-MAGAZINES	036	matl/sup - instructional	010-4300	76.78
P23-03124	SCHOLASTIC-MAGAZINES	036	matl/sup - instructional	010-4300	72.60
P23-03125	SMART AND FINAL-C.I. BLVD	003	Store Supplies	010-9320	548.52
P23-03126	Hyatt Centric the Pike Long Be	056	Prof. Dev. Conference	010-5200	3,520.70
P23-03127	Uline	003	Materials & Supplies	010-4300	145.47
P23-03128	TRISHA DIFAZIO CONSULTING	315	SERV/ ELOP	010-5800	8,149.25
P23-03129	ALLISON ROESER COACHING LLC	315	SERV/ ELOP	010-5800	8,149.25
P23-03131	Art Trek	048	TITLE 1/SERV (GOAL 1, ACTIVITY 23)	010-5800	26,600.00
P23-03132	JOHN LACQUES dba/DRUMTIME	315	SERV/ ELOP- LCAP 1.6	010-5800	25,000.00
P23-03133	KINGSMEN SHAKESPEARE COMPANY	315	SERV/ ELOP- LCAP 1.11	010-5800	48,000.00
P23-03134	JOHNSON CONT. FIRE PROTECTION	630	Professional Services	010-5800	47,500.00
P23-03135	SALUS CAMPUS SOLUTIONS	385	Campus Assistant Safety Training/ Kamala	010-5800	20,000.00
P23-03136	Flewelling and Moody	630	GEN FUND/SERV	010-5800	100,000.00
P23-03137	William Venegas Hip Hop Mindse t	315	SUPP CONC/SERV (GOAL 3, ACTION 2)	010-5800	60,000.00
P23-03138	BRANDON BROWN SCHOOL YARD RAP LLC	315	SERV/ TITLE 1- LCAP 1.11	010-5100	105,000.00
				010-5800	25,000.00
P23-03139	SAMUEL NEFF FISHER	315	SERV/ ELOP- (GOAL 1.6P)	010-5800	325,000.00
P23-03140	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	300	SERV LCAP 1.11	010-5800	40,183.70
P23-03141	AMERICAN FUTURE SYSTEMS dba PR EMIER LEARNING SOLUTIONS	210	conf	010-5200	199.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03142	HOME COUNTY PIZZA INC DOMINO'S PIZZA	060	Material/Sup-Int(Steam Parent Night) Dec.13th-15th	010-4300	491.63
P23-03143	SANTA BARBARA BOTANIC GARDEN	044	ENTRANCE FEES- STUDENT FIELD TRIP	010-5800	291.00
P23-03144	AUTISM SOCIETY VENTURA COUNTY	210	Serv	010-5800	100.00
P23-03145	Home Depot Inc	038	MAT/SUPP-Instructional/Elisondo	010-4300	327.20
P23-03146	Conejo Valley Historical Soc	038	SERV-instructional	010-5800	290.00
P23-03147	THE STEPPING STONES GROUP LLC	380	SERV(SLP-J. SAUCEDO)	010-5100	109,688.00
				010-5800	25,000.00
P23-03148	SCHOOL TECH SUPPLY	055	Computer Equipment	010-4318	1,656.57
P23-03149	Lego Education	315	MATL/SUPL LCAP 1.6	010-4300	168,981.89
P23-03150	INOCENTE GARCIA GARCIA CATERIN G GRILL	600	MATLS/SUP	010-4300	3,059.00
P23-03151	Securly, Inc. dba. Eduspire So lutions LLC	038	SUBSCRIPTION-License	010-5818	1,112.60
P23-03152	GREENWOOD PUB GROUP LLC HEINEM ANN	050	Materials & Supplies-Inst	010-4300	2,857.83
P23-03153	School Datebooks	041	MATL/SUP - Instructional	010-4300	5,781.35
P23-03154	CASBO	620	CASBO CONFERENCE	010-5200	875.00
P23-03155	Gopher Sport	315	MATL/SUP LCAP 1.6	010-4300	9,992.15
P23-03156	SCHOOL TECH SUPPLY	055	Computer Equipment	010-4418	1,080.48
P23-03157	FOLLETT SCHOOL SOLUTIONS, INC	320	Software - Destiny Cloud LCAP 1.17	010-5818	6,915.23
P23-03158	Office Depot Bus Ser Div	038	equipment-Printers	010-4418	6,559.95
P23-03159	CHANDRAKANT PATEL GREENLEAF- R ODEWAY INN	044	TRAVEL & CONFERENCE -CABE 2023	010-5200	1,458.18
P23-03160	GABRIEL TERAN NEXT GEN COMMUNI TY CONSULTING	032	SERV/SUPPLEMENTAL CONC.	010-5800	1,250.00
P23-03161	Pro Image Sports	050	Materials & Supplies-Inst	010-4300	2,542.79
P23-03162	CABE	060	CABE Conference March22-23, 2023, ORC	010-5200	925.00
P23-03163	Think Together	100	Student Accelerateion Summit Registration	010-5200	270.00
P23-03164	General Binding Corp.	066	MATL/SUP-EQUIPMENT	010-4400	2,638.38
P23-03165	Residence Inn Downtown Long Be ach	620	Hotel-2023 CASBO Annual Conferene	010-5200	1,063.96
P23-03166	Walmart	059	Materials & Supplies	010-4300	273.13
P23-03167	Hyatt Centric the Pike Long Be ach	060	CABE Conference March 22-25	010-5200	820.34
P23-03168	ARTS & HEALING INITIATIVE	385	MAP/SUP- BTO Manual	010-4300	1,404.00
P23-03169	Petroleum Telcom Inc DBA Telec om	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	120.45
P23-03170	CASBO	600	CONF-CASBO Conf. V.M Apr2023	010-5200	943.00
P23-03171	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	050	MATERIALS & SUPPLIES-INST	010-4300	1,010.56
P23-03172	Pacificom Coast Sound	630	Repairs / Kamala	010-5632	110.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03173	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Kamala	010-5800	129.00
P23-03174	FIRE RECOVERY USA, LLC	630	Fire false alarm fees / Soria	010-5800	150.00
P23-03175	FIRE RECOVERY USA, LLC	630	Fire false alarm fees / Marina West	010-5800	150.00
P23-03176	Residence Inn Downtown Long Beach	600	Hotel-2023 CASBO Annual Conferene	010-5200	1,063.96
P23-03177	Dial Security	630	Professional Service / Fire Monitoring	010-5800	715.00
P23-03178	Dial Security	630	Professional Services / Facilities, Ramona	010-5800	600.00
P23-03179	Durbiano Fire Equipment Co	630	Professional Services / Chavez	010-5800	210.00
P23-03180	PORTOLA HOTEL & SPA	300	CONF-Calsa 2023 (LCAP 1.19)	010-5200	629.97
P23-03181	Staples Direct	650	MATLS	010-4300	13.96
P23-03182	Chumash Indian Museum	053	Material/Supplies- Instructional	010-5800	376.00
P23-03183	Children's Museum of Santa Barbara, MOXI	058	Moxi Museum Field Trip	010-5800	480.00
P23-03184	RGB Systems, Inc. dba. Extron Electronics	004	COMP EQUIP	010-6418	8,707.66
P23-03185	Schoolmasters Safety	066	MATL/SUP-ADMIN	010-4300	272.48
P23-03186	BOBCAT OF VENTURA	630	Professional Service / Holland Tractor	010-5800	4,907.36
P23-03187	BOBCAT OF VENTURA	630	Professional Service / Holland Tractor	010-5800	231.82
P23-03188	Demco Inc	053	Materials/ supplies- Instructional	010-4300	353.78
P23-03189	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	1,520.32
P23-03190	Lakeshore Learning Materials	044	Materials & Supplies	010-4300	157.24
P23-03191	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUCTIONAL	010-4300	665.30
P23-03192	Lakeshore Learning Materials	060	Materials/SUP-Instru. (Newman)	010-4300	86.21
P23-03193	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	87.37
P23-03194	Lakeshore Learning Materials	066	MATL/SUP-Instructional	010-4300	772.16
P23-03195	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	131.07
P23-03196	Subway	200	MATL/SUPP (Food)	010-4300	500.00
P23-03197	Lakeshore Learning Materials-V	044	Materials & Supplies	010-4300	21.84
P23-03198	Lakeshore Learning Materials-V	066	MATL/SUP-Instructional (G.Leon)	010-4300	125.00
P23-03199	Lakeshore Learning Materials-V	032	Mat/Sup - Instructional	010-4300	17.46
P23-03200	Amazon Com	380	Mat & Supp (LCAP 1.30) Low Incidence	010-4318	53.59
P23-03201	Amazon Com	036	mat/sup - instructional - SD Differ	010-4300	243.06
P23-03202	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	79.27
P23-03203	Amazon Com	004	MAT/SUP	010-4318	150.24
P23-03204	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	169.55
P23-03205	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	1,040.69
P23-03206	Amazon Com	380	MAT/SUPL (LCAP 1:13)	010-4300	170.16
P23-03207	Amazon Com	041	Mat/Sup - Mr. Nippard SDC Frank	010-4300	78.32
P23-03208	Amazon Com	057	Materials and Supplies	010-4300	1,292.64
P23-03209	Amazon Com	041	Mat/Sup - Y. Prado -Sp. Ed 7/8 SDC	010-4300	63.42
P23-03210	Amazon Com	041	Mat/Sup. Sp. Ed T. Byrne - SH program	010-4300	47.13

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03211	Amazon Com	041	Matl/Sup - Instructional	010-4300	1,072.06
P23-03212	Amazon Com	041	Matl/Sup - Instructional	010-4300	700.93
P23-03213	Amazon Com	630	Materials and Supplies	010-4300	144.51
P23-03214	Amazon Com	630	Materials and Supplies	010-4300	42.95
P23-03215	Amazon Com	315	MATL/SUP LCAP 1.6	010-4300	2,733.21
P23-03216	Amazon Com	050	Materials & Supplies-Inst	010-4300	61.80
P23-03217	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	99.37
P23-03218	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	71.61
P23-03219	Amazon Com	066	MATL/SUP-Instructional (Ritchie)	010-4300	1,409.50
P23-03220	Amazon Com	058	School Counselor mat'ls & supplies	010-4300	644.18
P23-03221	Amazon Com	058	TK - Robledo C. classroom materials PBIS	010-4300	78.20
P23-03222	Amazon Com	050	Materials & Supplies	010-4300	655.86
P23-03223	Amazon Com	050	MATERIALS & SUPPLIES-INST	010-4300	298.59
P23-03224	Koolmex Cj's BBQ	360	MATLSUP	010-4300	669.58
Total Number of POs				339	
				Total	2,757,988.18

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	318	2,536,077.00
130	CAFETERIA FUND	20	221,309.18
140	DEFERRED MAINTENANCE FUND	1	602.00
		Total	2,757,988.18

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-02548	505,546.13	214-6280	BOND FUND MEASURE D 2016/CONSTRUCTION TESTING	130,037.13
P23-00063	4,105,110.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	1,968,058.98
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	141.02
			Total PO P23-00063	1,968,200.00
P23-00161	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,956.08
P23-00163	45,378.75	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,638.75
P23-00190	12,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,500.00
P23-00193	7,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,832.32
P23-00295	20,798.74	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	1,921.12
P23-00338	37,185.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,185.00
P23-00385	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8,000.00
P23-00482	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00488	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,206.49
P23-00595	1,500.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00683	1,546.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	532.83
P23-00710	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-00719	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-00811	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	880.76
P23-00968	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00995	50,200.00	010-5900	GENERAL FUND/COMMUNICATIONS	400.00
P23-01293	570.02	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	285.01-
P23-01302	473.45	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	62.83
P23-01540	15,564.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,000.00-
P23-01815	569.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.56
P23-02015	17,330.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,000.00-
P23-02216	161.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.01
P23-02406	531.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	162.35
P23-02409	236.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.86
P23-02411	277.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	93.21
P23-02427	536.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	133.60
P23-02431	278.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	94.14
P23-02437	274.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	89.77
P23-02441	278.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	94.59
P23-02445	795.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	242.41
P23-02449	531.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	128.60
P23-02451	789.07	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	236.02
P23-02454	791.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	238.24
P23-02623	686.76	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	225.57
P23-02659	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,092.50
P23-02703	879.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	26.22
P23-02783	2,932.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	64.81-
P23-02817	135.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	137.01-

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 12/02/2022 - 01/09/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-02833	166.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	71.54-
P23-02866	3,989.70	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	664.95
P23-02890	2,374.72	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	593.68
P23-02895	1,265.86	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	165.34
Total PO Changes				<u>2,103,630.56</u>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres)

Establish

a five-hour and forty-five minute 183-day Paraeducator – Special Education position number 11425 to be established at Driffill School. This position will be established to provide additional support.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 11426 to be established at Driffill School. This position will be established to provide additional support.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 11427 to be established at Driffill School. This position will be established to provide additional support.

Abolish

an eight-hour 246-day Office Assistant II position number 9811 to be abolished in the Budget & Finance department. This position will be abolished as it is being replaced with Administrative Assistant position number 11251.

FISCAL IMPACT:

Cost for 3 Paraeducators-Special Education: \$90,714 Special Education funds.

Savings for 1 Office Assistant II: \$69,626

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres)

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 that the Board of Trustees approves the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 01.18.23 \(2 pgs\).pdf](#)
[Certificated Personnel Actions 01.18.23 \(1 pg\).pdf](#)

CLASSIFIED PERSONNEL ACTIONS

New Hires

Espinoza, Cynthia	Campus Assistant, Position #10745 Lemonwood 4.0 hrs./180 days	12/02/2022
Godeck, Paul	Electrician, Position #164 Maintenance 8.0 hrs./246 days	12/01/2022
Hurtado, Ramiro	Warehouse Manager, Position #31 Warehouse 8.0 hrs./261 days	01/03/2023

Limited Term/Substitute

Barrio, Maureen	Clerical (substitute)	12/14/2022
Brown, Cynthia	Clerical (substitute)	12/19/2022
DeLara, Hannah	Paraeducator (substitute)	12/20/2022
Ochoa, Melissa	Clerical (substitute)	12/19/2022
Reyes, Stephanie	Paraeducator (substitute)	12/12/2022
Segura, Mercedes	Clerical (substitute)	12/14/2022
Trevino, Irene	Clerical (substitute)	12/14/2022
Villegas, Heidi	Paraeducator (substitute)	12/19/2022

Exempt

Centeno, Lily	AVID Tutor	12/20/2022
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Promotions

Nelson, Edith L.	Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days Account Specialist IV, Position #10657 Budget & Finance 8.0 hrs./246 days	12/19/2022
Pena, Brenda	Secretary, Position #6416 Enrollment Center 8.0 hrs./246 days Office Assistant II, Position #10536 Sierra Linda 8.0 hrs./203 days	01/17/2023
Real, Summer K.	Child Nutrition Cafeteria Coordinator, Position #2137 Kamala 8.0 hrs./189 days Child Nutrition Worker, Position #2615 McAuliffe 5.5 hrs./185	01/06/2023
Reyes, Juan C.	Grounds Maintenance Specialist, Position #7592 Facilities 8.0 hrs./246 days Ground Maintenance Worker, Position #10102 Facilities 8.0 hrs./246 days	01/03/2023

Transfers

Averiette, Donna C	Child Nutrition Worker, Position #2892 Brekke-Itinerant 5.0 hrs./185 days Child Nutrition Worker, Position #129 Brekke 4.0 hrs./185 days	01/09/2023
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Delgadillo, Raymond	Custodian, Position #1893 Lopez 8 hrs./246 days	01/10/2023
	Custodian, Position #1293 Sierra Linda 8 hrs./246 days	
Jimenez, Edgard	Custodian, Position #300 Rose Ave 8.0 hrs./246 days	01/10/2023
	Custodian, Position #1893 Lopez 8.0 hrs./246 days	
<u>Unpaid Leave of Absence</u>		
Mendez, Maria A.	Child Nutrition Worker, Position #612 Child Nutrition Services 5.5 hrs./185 days	01/09/2023
<u>Release From Probation</u>		
11314	Custodian, Position #10656 Custodial Services 4.0 hrs./ 246 days	12/16/2022
<u>Resignations</u>		
Gomez, Rebecca N	Paraeducator-Special Education, Position #2956 Curren 5.75 hrs./183 days	12/13/2022
Herrera, Susan A.	Campus Assistant, Position #7349 Chavez 5.0 hrs./180 days	12/16/2022
Nair Torres, Shristie	Director, Position #121 Classified Human Resources 8.0 hrs./261 days	01/03/2023
Vacio Pena, Daniela	Paraeducator-Special Ed, Position #9209 Sierra Linda 5.75 hrs./183 days	01/20/2023
Vasquez, Judith A.	Campus Assistant, Position #10163 Chavez 4.0 hrs./180 days	12/06/2022
Villalobos Santibanez, Julieta	Paraeducator III, Position #977 McAuliffe 5.75 hrs./183 days	01/06/2023

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Faulkner, Chelsea	Intervention Specialist Provider	2022/2023 School Year
Nickleberry, Candis	Intervention Specialist Provider	2022/2023 School Year
Rodriguez, Marisa	School Counselor	2022/2023 School Year
Blevins, Naseena	Substitute Teacher	2022/2023 School Year
Ducker, Barbara	Substitute SLP	2022/2023 School Year
Kuske, Jamie	Substitute Teacher	2022/2023 School Year
Medina, Kyle	Substitute Teacher	2022/2023 School Year
Pitpitan-Denny, Sheila	Substitute Teacher	2022/2023 School Year
Sipagan, Zarahemla	Substitute Teacher	2022/2023 School Year
Tellez, Ruby	Substitute Teacher	2022/2023 School Year
Vizcaino, Salvador	Substitute Teacher	2022/2023 School Year
Warren, Aniya	Substitute Teacher	2022/2023 School Year
Whitney, Eileen	Substitute Teacher	2022/2023 School Year
Wilson, Peter	Substitute Teacher	2022/2023 School Year

Resignation

Avalos, Valentina	ISP	January 20, 2023
Hananel, Alberto	Teacher	December 31, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, second quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams UCP Quarterly Report 2022-23_Scnd_qtr\)01.18.2023 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2022-23

District: _____

Person completing this form: _____

Title: _____

- Quarterly Report Submission Date: October 31, 2022 (7/1/22 to 9/30/22)
 (check one) January 31, 2023 (10/1/22 to 12/31/22)
 April 28, 2023 (1/1/23 to 3/31/23)
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

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

Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

 Name of District Superintendent

 Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-198 – Gopher Sport (DeGenna/Prater)

Gopher Sport will provide SPARK PE Professional Development for Oxnard School District Physical Education teachers during the 2022-2023 academic year as follows:

Terms of Agreement: January 26, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$30,000.00 – Educator Effectiveness Block Grant

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-198 with Gopher Sport.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-198, Gopher Sport SPARK \(13 Pages\)](#)
[Certificate of Insurance \(2 pages\)](#)
[Quote #QT97331 \(6 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-198

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January 2023 by and between the Oxnard School District (“District”) and Gopher Sport (“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 **January 2023 through June 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 Thirty Thousand Dollars and No Cents (\$30,000.00), 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: Julie Prater
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Gopher Sport
2525 Lemond Street SW
Owatonna, MN 55060-0998
Attention: Brian Hull
Phone: (800) 533.0446
Fax: (800) 451.4855

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.** JULIE PRATER 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:

GOPHER SPORT:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-144

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-198

SERVICES

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

PER ATTACHED QUOTE #QT97331

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

PER ATTACHED QUOTE #QT97331

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
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 #22-144

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-198

COMPENSATION

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

Total Compensation Not to Exceed \$30,000.00

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 \$15,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-144

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-198

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 #22-144

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 #22-144

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-198

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

AGENCY CUSTOMER ID: 00009014

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Christensen Group		NAMED INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

GOPHER

The leader in Physical Education, Athletics, and Fitness equipment

Dear Julie,

On behalf of the Gopher & SPARK teams, thank you for the opportunity to draft this proposal. On the pages that follow, I hope to convey the messages of who we are, what we do, and our programmatic approach.

Since 1989, SPARK has been providing a coordinated package of **research-based curriculum, on-site teacher training, content-matched equipment, and extensive follow up support** to teachers representing schools, organizations, and agencies worldwide. Our research background and [these publications](#) prove that SPARK works and can be sustained. Plus, our years of “real-world” field-testing have taught us how to modify SPARK to meet the needs of YOUR students and teachers. Don't just take our word for it; [hear testimonials from SPARK users!](#) SPARK is exclusively available from Gopher.

Hopefully, this proposal begins a process that will lead to our shared goal – healthier, happier students and staff.



I will follow up with you shortly to see if I captured your goals and objectives in this first draft. Our entire team is looking forward to exceeding your expectations.

Sincerely,

Handwritten signature of Brian Hull

Brian Hull
SPARK Territory Sales Manager
Phone: 507.446.2219
Email: brianhull@sparkpe.org

GOPHER

The leader in Physical Education, Athletics, and Fitness equipment

For over 30 years, SPARK has been dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. To ensure a successful implementation of your program, you will want to learn more about the four essential components of SPARK.

The 4 Essential Components of SPARK

Teacher Resources



The world's most researched curriculum solutions, proven to get results!

[LEARN MORE](#)

Professional Development



Interactive training that engages teachers and ensures effective implementation.

[LEARN MORE](#)

Equipment Sets



Content-matched equipment provides everything you need to execute the program.

[LEARN MORE](#)

Follow-up Support



Once a SPARKer, always a SPARKer. We are here to support your program... always!

GOPHER

The leader in Physical Education, Athletics, and Fitness equipment

Teacher Resources Overview

Manual

- Instructional units written in scope and sequence
- All lessons include learning targets and objectives
- Social and emotional learning
- Aligned to State and National Standards

SPARKfolio

- Holds and organizes teaching materials
- Skill & station cards
- Highlight referenced materials are laminated
- Durable box makes it easy to transport/share

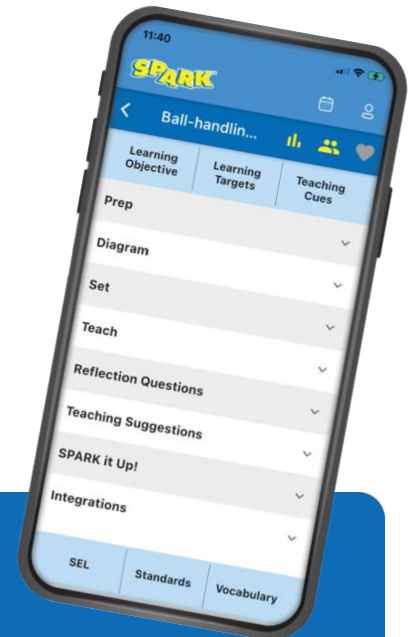


Music CD

- Contains the music you need on one CD
- Warm-up and cool-down music
- Interval and circuit music

SPARKfamily.org Subscription

- Digital access to your SPARK program materials
- Interactive alignment and assessment tools
- Activity preview videos for K-2, 3-6, and Middle School
- Exclusive web-only units



SPARK™ APP

Access your SPARK program(s) in the palm of your hand with the first physical education and assessment app!



Quote

Quote #: QT97331

Quote Date: 26-Jan-2023

Expire Date: 30-Jun-2023

Contact Name: Julie Prater

Sales Manager: Brian Hull

brianhull@sparkpe.org

Tel: 855-500-3623

Fax: 507-446-2219

Ship To:

Oxnard Elementary School Dist
514 W. WOOLEY ROAD
Oxnard CA 93030
United States

Shipping Contact:

Bill To:

Oxnard Elementary School Dist
1051 S A St
Oxnard CA 93030
United States

Billing Contact:

Quote Total:

\$5,498.00

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-408 SPARK PE K-2 Professional Development - Starter	1	0	26-Jan-2023	\$1,999.00	\$1,999.00
56-412 SPARK PE 3-6 Professional Development - Starter	1	0	26-Jan-2023	\$1,999.00	\$1,999.00
T00005 SPARK Travel 5	1		26-Jan-2023	\$1,500.00	\$1,500.00

Note: Requested PD date for a day during Spring Break 2023.



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT97331



Quote

Quote #: QT97331

Quote Date: 26-Jan-2023

Expire Date: 30-Jun-2023

Subtotal:	\$5,498.00
Shipping, Handling & Processing:	\$0.00
Estimated Sales Tax :	\$0.00
Quote Total:	\$5,498.00

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT97331

GOPHER

The leader in Physical Education, Athletics, and Fitness equipment

In-service Dates: Requested PD date for a day during Spring Break 2023.

Participants: TBD (not to exceed 40 participants per professional development session)

of sites: 1

of SPARK Stars: TBD

In-service Location: TBD

Sessions (or trips): 2 (1 K-2 Starter PD; 1 3-6 Starter PD)

Special Notes/Instructions: **Please reference quote #QT97331 that was emailed to you.**

When SPARK Professional Development Training(s) are purchased, you are eligible to receive 1 of 3 promotions! Please see below (promotions are dependent on the type of PD training(s) that were purchased):

A. Virtual post-training session(s) with a SPARK trainer

- a. Starter ½ day: 30-minute session (\$250 value)
- b. Standard 1 day: 1-hour session (\$500 value)
- c. Premium 2-days: Two 1-hour sessions (\$1,000 value)

B. A one-time exclusive discount on Gopher equipment

- a. Starter: \$100 off
- b. Standard: \$250 off
- c. Premium: \$500 off

C. Bonus raffle prizes at your SPARK training

- a. Starter: 5 stainless steel SPARK mugs (\$150 value)
- b. Standard: 10 mugs (\$300 value)
- c. Premium: 15 mugs (\$450 value)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-199 – Dreambox Learning Inc. (DeGenna/Prater)

Dreambox Learning Inc. will provide additional Professional Development webinars for teachers and administrators for Implementation of Dreambox Learning.

Term of Agreement: January 23, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$15,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-199 with Dreambox Learning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-199, Dreambox Learning Inc. \(5 Pages\)](#)



DreamBox Software and Services Agreement
OXNARD

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB1122106289
Order Form Valid Until: Jan. 31, 2023

Order Form		
Customer: OXNARD ELEM SCHOOL DISTRICT	Service Start Date: 01-23-2023	Subscription Period: 5 Months
	Service End Date: 06-30-2023	
Customer's Point of Contact: Name: Title: Phone: E-Mail:	Customer's Billing Address: Attn: 1051 SOUTH A ST. OXNARD, CA 93030	Agreement Prepared By: Scott Lewis Title: Strategic Account Executive Phone: E-Mail: scott.lewis@dreambox.com
Pricing		
Software and Services	Quantity	Price
Professional Development Services -	4	\$2,300.00
Subtotal:		\$2,300.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
Total:		\$2,300.00

Invoicing and Payment Terms					
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule		
<p><i>Term Length (months):</i>5 <i>Total Fees: \$2,300.00</i></p> <p><i>PD Contract from January 23, 2023 - June 30, 2023</i> <i>(4-Online Sessions)</i></p>	\$2,300.00	1/23/2023	1/23/2023		
<p>Payment Options</p> <ul style="list-style-type: none"> - To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476. - To pay by credit card for Order Forms totaling less than \$8,000.00, please <u> </u>. Please consult the Dreambox Billing FAQ page if you have questions regarding payment. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. <p>***Please note changes below to ACH and Drop Box changes effective November 1, 2022***</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p> </td> </tr> </table> <p>Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.</p>				<p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p>	<p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p>
<p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p>	<p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p>				

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

CUSTOMER: OXNARD

Signature:



Signature: _____

Name:

Lance Ludman

Name:

Lisa A. Franz

Title:

Chief Financial Officer

Title:

Director of Purchasing

Date: _____

TERMS AND CONDITIONS

DreamBox Learning, Inc. (“**DreamBox Learning**”) offers software products and services that provide personalized math and reading instruction in an engaging environment for students (“**DreamBox Math**” and “**Reading Plus**” respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus provides a three-pronged approach to reading, focusing on teaching silent reading fluency through engaging texts, comprehension questions, and writing prompts, that is underpinned by our patented guided reading window that adjusts to meet the needs of each student. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “**Agreement**”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“**you**” or “**Customer**”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “**Software and Services**”). This Agreement comprises the attached order form (the “**Order Form**”) and these terms and conditions (the “**Terms and Conditions**”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 Access. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “**Software**”) and the services provided by DreamBox Learning to you in connection therewith (the “**Services**”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “**Customer Account**”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 Updates; Enhancements. At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “**Updates**”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 License. Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 Protections Against Unauthorized Use. You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 End Users’ Compliance with Website Terms of Use. You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 Reservation of Rights. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and proprietary materials. All uses of DreamBox Learning’s trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning’s trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) (“**Feedback**”), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

3. SERVICES

3.1 Delivery. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

3.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 Term. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the “**Term**”). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 Subscription Period. The “**Subscription Period**” will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods “**Renewal Period**”.

4.3 Termination without Cause. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 Termination or Suspension for Cause. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time (“**FERPA**”), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA (“**PII**”), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning’s computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning’s privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation,

any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at <http://www.dreambox.com/privacy-policy>.

6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to legal@dreambox.com, in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

8. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-200 – Mindset Academy by SWEAT III (DeGenna/Rubin)

Mindset Academy by Sweat III will provide 10 days of student development, parent development, and teacher development through a series of assemblies and workshops. The focus of these sessions will be mindset development, student engagement and emotional intelligence. Specific topics covered in student session will incuse SEL, PBIS, student voice, and character development. Specific topics covered in the staff workshops will include work culture, school culture, and team/ relationship building. Specific topics covered in parent workshops will include goal setting, SEL, and parent engagement.

Term of Agreement: January 19, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$46,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-200 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-200, Mindset Academy by SWEAT III \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and
KAMALA SCHOOL

This agreement specifies the expectations of the partnership between KAMALA SCHOOL and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect upon approval through JUNE 2023

Student Assembly/ Mindset Academy Workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

Staff Workshops

- Work Culture
- School Climate
- Team/ Relationship Building

Parent Workshops

- Goal Setting
- SEL, Parent Engagement

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:

Mindset Academy by SWEAT III

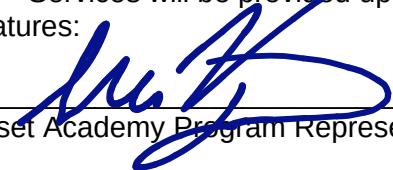
- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 10 days
- Materials and Travel

Responsibilities of KAMALA SCHOOL

- Secure the amount of \$46,000.00
- Will be invoiced in 2 amounts of \$23,000.00

Services will be provided upon approval through June 2023

Signatures:



 Mindset Academy Program Representative

Date: 11/23/2023

 (Site/School) Representative
 Lisa Franz, Director of Purchasing

Date: _____

 (Site/School) Representative

Date: _____

SWEAT III Venegas

408 4th St
West Sacramento, CA 95605

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Approval of the Appointment of Flewelling and Moody as Architect of Record for the Driffill K-8 School Improvement Project, New Transitional Kindergarten Facilities and Approval of Architectural Services Agreement #22-201 with Flewelling and Moody (Mitchell/Miller/CFW)

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

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

Pursuant to District direction, CFW, Inc. has requested a proposal from an architectural firm that has previously and successfully provided Architectural Services to the District and requested a proposal for the Driffill K-8 Facilities Replacement Plan as specified in the Enhanced Master Construct Program.

Flewelling & Moody has an accomplished track record of similar projects that align with the goals set forth within the Project, they have provided Architectural Services for multiple projects throughout the District, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

FISCAL IMPACT:

Fiscal Impact: \$387,000.00- Fees to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint Flewelling & Moody as Architect of Record for the Driffill K-8 New Transitional Kindergarten Facilities Project, approve Architectural Services Agreement #22-201 with Flewelling & Moody, and approve the proposed project design and site layout.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-201, FM Architecture \(73 Pages\)](#)

OSD AGREEMENT #22-201

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

January 19, 2023

FOR

**Driffill K-8 Elementary School
New Transitional Kindergarten Facilities**

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **19th day of January, 2023** by and between **Flewelling and Moody**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **January 19, 2023**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 “District”** shall mean the Oxnard School District.
- 1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Weekly Memo”** shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.
- 1.1.42 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.43 “MOU”** shall mean a memorandum of understanding.
- 1.1.44 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

- 1.1.45** “**OPSC**” shall mean the Office of Public School Construction of the State of California.
- 1.1.46** “**Phase**” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.47** “**Potential Change Order**” or “**PCO**” shall mean is a written document before it has been approved and effected by the contractor and owner.
- 1.1.48** “**Principal(s)**” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.49** “**Project**” shall mean the project described hereinafter in Section 3.
- 1.1.50** “**Project Budget**” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.51** “**Project Director**” shall mean, with reference to the Architect, a licensed, experienced and well-trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.52** “**Project Manager**” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53** “**Project Schedule**” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.
- 1.1.54** “**Prolog**” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55** “**Request for Information**” or “**RFI**” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.
- 1.1.56** “**SAB**” shall mean the State Allocation Board of the State of California.
- 1.1.57** “**Schematic Design Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.58** “**Services**” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.59** “**SWPPP**” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4 SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

4.2.8 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.10 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.11 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

\$387,000.00

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$20,000.00:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE DRIFEILL ELEMENTARY SCHOOL MODULAR UPGRADE. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

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

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled “Mediation.” The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

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

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

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

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Scott Gaudineer
Title: _____
President/CEO
Date: _____

District

By: _____
Lisa Franz
Title: Purchasing Director
Date: _____

EXHIBIT "A"

PROJECT



MEMORANDUM

Date: November 8, 2022
To: Karling Aguilera-Fort, Ed.D., Superintendent
Oxnard School District
From: Emilio A. Flores, CEO
CFW, Inc.
Subject: Drifill Elementary School Early Childhood Education Village

The Oxnard School District (District) successfully garnered a grant from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for 10 new classrooms at Drifill elementary school. At the October 26, 2022 State Allocation Board (SAB) meeting, the District was awarded \$7 million in State grant funds, requiring a \$3 million District match, for a total project cost of \$10 million. The total project cost of \$10 million represents the total “all-in” budget for the project inclusive of both hard (construction) and soft costs.

The total State grant amount will be released to the District in two increments, with the first increment expected to be released by December 2022 for the planning/design of the proposed project in an amount of approximately \$1.5 million. The District will have until October 26, 2023 to submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of proposed architectural drawings and plans to the Office of Public School Construction (OPSC), upon which the remaining construction grant apportionment of \$5.5 million would be released to the District’s county account for construction. Per regulation, the District must contract or encumber the entirety of the grant amount within one year of receipt of the construction apportionment; hence by October 26, 2023, all grant funds must be spent or encumbered.

As shown in Figure 1, 10 new Title 5 compliant classrooms are planned to be constructed on the northeastern side of the school site on the corner of South “C” Street and West 9th Street. The new classrooms would provide four rooms for preschool, four rooms for transitional kindergarten (TK), and two rooms for kindergarten (K). The school currently has two existing K classrooms that meet Title 5 requirements that would remain and are not part of this project. The 10 new classrooms and the existing two classrooms would form an early childhood education village surrounding a new dedicated play area. Of the new classrooms, four of the classrooms would be placed parallel to W 9th street and just north of the existing kindergarten classrooms. Three of the classrooms would be placed near and parallel to South C Street and the remaining three would be placed across the playground and parallel to the existing kindergarten classrooms. The classrooms will form a modified U shape around the playground which will be shared by all early childhood education students. Existing drop off occurs along W 9th Street that may require improvements to the existing sidewalk to improve access from the existing drop off area. Two existing portables currently used for preschool will need to be demolished to make room for the planned

new construction. The District would have until September 2023 to vacate these preschool portable facilities, which is the anticipated date of DSA approval for the project. At that time, the District would need to either relocate these preschool programs to another licensed facility within the District or suspend the program until the new preschool classrooms are constructed. In addition, after construction is completed, eight existing portables would be demolished for a total of 10 portables to be demolished (outlined in red per Figure 1).

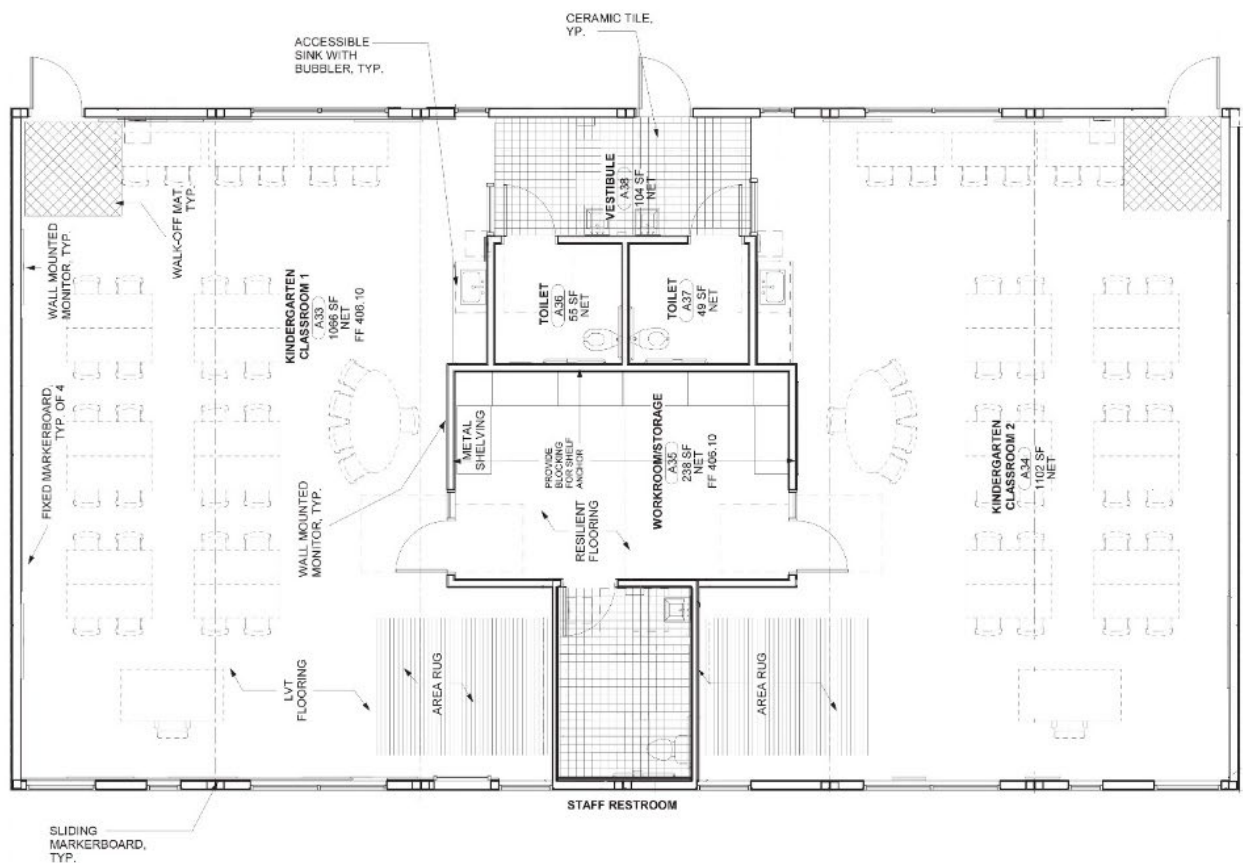
Figure 1 - Drifill Elementary Proposed Locations of New Preschool, TK, and K Classrooms



The preschool portion of the grant requires that all preschool classrooms be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. Requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

The above preschool classroom specifications are proposed to be integrated into the State Title 5 and District Board approved 21st Century classroom requirements for the TK and K classrooms, expanding their potential use for either preschool, TK and K program use as enrollment may fluctuate from year to year. TK and K classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for development of large motor skills. Classrooms are required to provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the OPSC and SAB for State grants, the CDE for compliance with state requirements, and the DSA for building code compliance. Figure 2 depicts a sample preschool, TK and K classroom floor plan designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Figure 2 - Sample Preschool, TK and Kindergarten Classroom Floor Plan



An anticipated project schedule is proposed consistent with the schedule of activities and timelines required by the State grant program. An architect of record has been previously selected for the site improvements at Drifill elementary school. It is proposed that a scope of work, fee and contract be presented to the Board for consideration for architectural services at no later than the December 2022 meeting to maintain the required OPSC/SAB grant timeline.

A request for proposals, selection, and award of contract for general and modular contractors is proposed to follow thereafter concluding no later than January 2023. Project plans are anticipated for Board approval and submittal to DSA and CDE by May 2023 with an anticipated date of approval from these agencies of September 2023. Upon DSA and CDE approval of the design plans and receipt of construction funds from the OPSC/SAB, construction would commence and be completed over an estimated 12-month period. The anticipated schedule is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Proposal for: **New Transitional Kindergarten Facilities at: Drifill Elementary** **School** **Oxnard School District**



Flewelling & Moody, Inc. Project # 7502

Submitted to:
Caldwell Flores Winters, Inc.

Revised November 16, 2022

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I. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program. Ten (10) new modular classrooms consisting of a kindergarten with a restroom are to be designed and constructed at Driffill Elementary School.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.
6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
7. Foundations shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
3. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
4. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
5. Assistance with DSA submittal and approvals. Services include 1 pre-intake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
6. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the lease/leaseback contractor project delivery method, per initial discussions with CFW staff.

7. Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
4. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
5. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
6. All additional services shall be approved by the Client in writing prior to the start of the work.
7. Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

1. District is responsible for all fees associated with required approvals.
2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. District shall provide required geotechnical and hydrology reports and topographic surveys.
4. The District shall provide all "as-built" documents for the campus.
5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

III. Project Construction Budget

The estimated project cost per the CFW's estimate is:

Site Construction \$2,400,000
Modular Classrooms \$5,000,000

IV. Project Team

Principal Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Project Architect	Michael Stahlheber, AIA
Construction Administrator	Steve Colombero
Civil Engineer	Encompass Consultant Group
Landscape Architect	Oasis Associates
Plumbing Engineer	Mark Baskin and Associates, Inc.
Electrical Engineer:	JMPE Engineers

V. Project Delivery

The project delivery methodology shall be via an approved District contract for the buildings and a single contractor for the site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA submittal of May 15, 2023 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by February 28, 2023.

VII. Fee Structure

1. Architectural fees shall be:
Modular buildings= \$195,000
Site design=\$192,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A'

**FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES - 2022**

Principal	\$300.00
Project Manager	\$265.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES SHALL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR SHALL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Subsistence
- Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:
- Architect shall present and review with the District the detailed Schematic Design.
- The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:
 - Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "E"

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Driffill Elementary New Transitional Kindergarten Facilities

ARCHITECT OF RECORD: Flewelling & Moody

IBI Group has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of IBI Group hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District
Lisa Franz
Director, Purchasing

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

- 5
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #22-202 with Sharette to Provide Building Commissioning Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications.

The mechanical systems and related controls for those systems have become increasingly sophisticated requiring expertise from a qualified Commissioning Agent who will monitor installation and verify that equipment and systems are in compliance with design parameters. The District's Facilities Director requested that a Commissioning Agent be brought in to provide these services. Proposals were requested and received. Sharette was selected to provide the Commissioning Services.

The attached proposal received from Sharette dated October 10, 2022 and titled "Proposal for Commissioning Services", was received, and includes a cost to provide services through the end of the project.

Term of Agreement: January 19, 2023 through September 20, 2023

FISCAL IMPACT:

Seventeen Thousand One Hundred and Sixty Dollars and Zero Cents (\$17,160.00) to be paid to Sharette from the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Agreement #22-202 with Sharette for Building Commissioning Services for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-202, Sharette \(19 Pages\)](#)
[Proposal \(4 Pages\)](#)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
BUILDING COMMISSIONING SERVICES TO BE PROVIDED FOR
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of **January 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Sharette** (“Consultant”), with a business address located at 4405 Kentfield Drive, Bakersfield, California 93009. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from January 19, 2023 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in the **Sharette** proposal dated October 10, 2022.

- 4. Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. 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.
- 5. Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
- 7. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

10. Termination. This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
- c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.

11. Similar or Identical Services. In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.

12. Inspection and Final Acceptance. District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

13. Default.

- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.

15. Use of Documents by District. If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

16. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- 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 four (4) 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 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.

17. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of 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 payments under this Agreement.

- 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 officers, agents, and 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.
- 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.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. 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 ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- 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 Services 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.

20. Conflict 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 the 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 District. 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.

- a) Bylaws of the Board 9270(A) E, 9270(B) E and 9270(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270(A) E, 9270(B) E and 9270(C) E and that it [_____] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

_____ (Initials)

21. 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 Board members, officers, officials, employees, agents, or volunteers 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, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

22. 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.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

25. 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, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. 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.

- 26. 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** **DANA MILLER** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____(Initials)

30. 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 “B”** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit “B.”**

31. 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, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
521 N. 1st Avenue
Arcadia, CA 91006
Attention: Rick Ostrander
Telephone: (626) 829-8300
Email: rostrander@cfwinc.com

To Consultant: Sharette
4405 Kentfield Drive
Bakersfield, CA 93009
Attention: Larry Sharette
Telephone: (661) 374-4692
Email: lsharette@sharette.net

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

32. Disputes. Except in the event of the District’s failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. 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).
- 39. 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.

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

OXNARD SCHOOL DISTRICT:

SHARETTE:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: _____

EXHIBIT “A”

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$17,160.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant’s office to District’s office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (“SOV”), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.

b. Records for all supplies, materials and equipment properly charged to the Services.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit “A”

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services 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.

Exhibit "B"

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 Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

SCOPE OF SERVICES

Outlined in Sharette’s Attached Proposal, dated October 10, 2022

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #22-202

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director of Purchasing

SHARETTE

Ensuring Project Quality Pre-Construction to Startup and Commissioning

October 10, 2022

Caldwell Flores Winters, Inc.

521 N. 1st Avenue
Arcadia, CA 91006
Attn: Rick Ostrander

Ref: Reconstruction of Rose Avenue K-5 School, 220 S. Driskill St., Oxnard, CA 93030

Subject: Proposal of Commissioning Services

Dear Rick,

SHARETTE is pleased to provide this proposal for Building Commissioning Services for the above referenced project. This proposal is based on the information provided. The Commissioning services shall be provided within the project schedule.

I. PROJECT SCOPE OF WORK

The commissioning shall verify all building systems are installed and operate as per the design. The commissioning shall challenge the systems and record system performance and coordinate owner training. The TOTAL BUILDING COMMISSIONING includes the MEP systems and Building Envelope.

The Systems To Be Commissioning – see attached Schedule of Values.

II. SCOPE OF COMMISSIONING SERVICES

Pre-Planning and Design Phase

- a. Develop a project specific Commissioning Plan.
- b. Develop project specific Pre-functional Checklists.
- c. Develop Functional Performance Tests to challenge each system.

Construction and Acceptance

- a. Coordinate the commissioning work with the General Contractor to ensure that commissioning activities are being represented in the master schedule.
- b. Plan and conduct commissioning meetings via MS Teams
- c. Review Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the Design Consultant reviews.
- d. Develop and distribute Pre-functional checklists.
- e. Conduct site visits to witness system installations and review as-builts.
- f. Develop Functional Performance Tests.

SHARETTE

Ensuring Project Quality Pre-Construction to Startup and Commissioning

III. COMMISSIONING DELIVERABLES

Commissioning Agent shall perform:

- a. Develop Total Building Commissioning Plan
- b. Develop Pre-functional Checklists and Functional Performance Tests.
- c. Commissioning Support Documents to include, but not limited to:
 - Commissioning Prefunctional & Functional Performance Tests
 - Commissioning Issues Log
 - Review Log of Submittals & Shop Drawings of Commissioned Systems
 - Systems Manual
 - Owner Training Coordination
 - Final Commissioning Report

IV. FEE PROPOSAL

Lump Sum Fee: \$17,160.00

Reimbursable Expenses:

- Travel and lodging from home office are not considered reimbursable expenses
- Reimbursable expenses will only be submitted when previously reviewed and approved by the owner.

HOURLY RATES

Commissioning Agent..... \$160.00

We are very excited to have this opportunity,

Sincerely,



Larry Sharette | **BCxP** | *LEED AP*
President

SCHEDULE OF VALUES

Project: Reconstruction of Rose Avenue K-5 School, Oxnard, CA

Activity	Value
OPR & BOD Development	<i>By Others</i>
Contract Document Review	\$600.00
Commissioning Plan	\$600.00
Develop Prefunctional Checklists and Functional Performance Tests.	\$3840.00
Meetings; Cx Kick-off, Coordination, PFC review and Issues Log.	\$2560.00
Onsite field review, Cx Issues Log	\$2560.00
Onsite Functional Performance Testing	\$3840.00
Coordinate Owner Training & Systems Manual	\$2560.00
Commissioning Report	\$600.00
TOTAL	\$17,160.00

Systems To Be Commissioned

BMS - Trane Tracer System		
Multi-Purpose Bldg	RTU 1-4	
Admin Bldg	VFU-FC 1-9	ODU-1
East Classrooms 1st Floor	VFU-FC 1-6	ODU-2
East Classrooms 2nd Floor	VFU-FC 1-6	ODU-2
North Classrooms	VFU-FC 1-4	ODU-1
South Classrooms 1st Floor	VFU-FC 1-5	ODU-2
South Classrooms 2nd Floor	VFU-FC 1-4	ODU-1
Media Center	VFU-FC 1-4	ODU-1
Kindergarten	VFU-FC 1-6	ODU-2
Exhaust Fans		
Lighting Control		
Domestic Cold & Hot Water		
Irrigation Controller		

CAPABILITY STATEMENT

BUILDING COMMISSIONING

SHARETTE has been providing Building Commissioning Services since May 2007, although Larry Sharette has been providing technical services since 1980. SHARETTE Commissioning ensures the owner gets what they paid for by verifying and challenging the building systems. We work with the owner to ensure the design team and contractors meet the Owners Project Requirements (OPR). This experience includes the Building Envelope to ensure all the exterior elements are properly sealed so the energy saving features are maintained.

DIFFERENTIATORS

- **Experience:** Our experience earns the respect of the project team which allows us to effectively communicate with all members and promote team spirit. That experience includes the Industrial Industry; Power Plants, Refineries and Military Installations and the Commercial industry such as Hospitals, Biotech Laboratories, University & College Laboratories, K12 schools, Office Buildings and Food Service Facilities.
- **Construction Management:** Larry Sharette has been in construction since 1978 and served as a Project Manager, Superintendent, Estimator and MEP Coordinator, giving the owner additional project management support beyond Commissioning.
- **Thinking out of the box;** We draw from our years of experience to propose solutions to the project team.
- **Owner Training:** We take training to another level by assembling the SYSTEMS MANUAL and involving the operators during Functional Performance Testing.

CAPABILITIES

SHARETTE Commissioning is small company although we have the support of prominent Architects, Engineering firms and technical experts. These professionals and technical experts are brought in on a 'as-needed basis' to review the construction documents or assist with solutions. SHARETTE Commissioning challenges the systems to their full potential and notes the performance with the project team before Owner Training to ensure the systems are complete.

PAST and CURRENT PERFORMANCE

SHARETTE has provided Commissioning for:

- LEED projects at Los Angeles Community College District.
- Commissioning to meet HPI requirements on K12 school projects.
- CalGreen Commissioning for various Commercial projects.
- Hospitals and Outpatient Surgery Centers.
- Commissioning to meet NAVFAC standards.
- University of California Riverside – Laboratory – LEED Platinum

Projects and Reference Contacts

Universities – Kevin Sanchez; 310-502-0239
Colleges – Tom Martin; 714-715-2131
K12 Schools – Danny Ordiz; 661-832-5258
Hospitals – Tom Romeyn; 626-260-3642
Government – Loren Aiton; 559-906-3847
Fire & Police – Bernhard Wassink; 909-635-9034

Federal and State Certifications

- SDVOSB - Service Disabled Veteran Owned Small Business
- SBA – 8(a) case #306637
- DBE – Firm #44592
- Small Business – DGS #59871

Licenses, Registrations, Certifications & Memberships

- Business License #22 001 59932
- California GC - B #590974
- USGBC – LEED AP
- USGBC Member of Central Calif
- ASHRAE Certification BCxP
- Building Cx Association #023100
- ASHRAE Member #81049833
- American Indian Chamber of Commerce

General Information

- NAICS 236220
- S-Corporation
- D-U-N-S Number: 796816408

Contact Information

Office: 661-374-4692
Mobile: 661-706-7789
Email: lsharette@sharette.net
Website: www.sharette.net

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #4 to Agreement #17-127, VCOE - Hearing Conservation & Audiology Services 2021-22 (DeGenna/Nocero)

At the Board meeting on September 6, 2017, the Board of Trustees approved Agreement #17-127 with VCOE for Hearing Conservation and Audiology Services, starting on 2017-2018 school year, in the amount not to exceed \$74,900 per school year thereafter until terminated or a new or altered contract is requested by either party.

On August 22, 2018 the Board approved Amendment #1 to reflect updated contract services fees that became effective July 1, 2018, and to also increase the agreement amount by \$650 from the original agreement amount of \$74,900 for a total cost of \$75,550. The increase was made to the cost of Central Auditory Processing (CAP) Assessment which was originally \$850 and increased to \$1,500 as of July 1, 2018.

On November 4, 2020 the Board approved the contract services that were updated again by VCOE Hearing Conservation for Agreement #17-127 via Amendment #2 to reflect the update that had become effective July 1, 2020. The total cost of the agreement remained the same not to exceed \$75,550 per school year.

The contract services were updated again by VCOE Hearing Conservation and it was necessary to update Agreement #17-127 via Amendment #3 to reflect the total number of days for Hearing Screening Services or Specialized Hearing Screening Services, which is 35 days (based on three year district average) at a cost of \$1,200 per day for an amount of \$42,000; this update became effective July 1, 2020, and per Hearing Conservation the amendment serves as a commitment of the Oxnard School District to cover costs for services. The total cost of this agreement remains the same not to exceed \$75,550 per school year.

The actual cost for services has exceeded the last amount of \$75,550 and it is necessary to increase the amount via Amendment #4 to Agreement #17-127 by \$7,220 for a total cost of \$82,770. The increase is due to the need for additional School Hearing screenings.

FISCAL IMPACT:

Not to Exceed: \$7,220.00- Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #17-127 with VCOE – Hearing

Conservation & Audiology Services.

ADDITIONAL MATERIALS:

Attached: [Amendment #4, Agreement #17-127, Hearing Conservation \(1 Page\)](#)
[Amendments #1, #2, & #3, Agreement #17-127, Hearing Conservation \(14 Pages\)](#)

**AMENDMENT #4 TO AGREEMENT #17-127 with
HEARING CONSERVATION
January 18, 2023**

At the Board meeting on September 6, 2017, the Board of Trustees approved Agreement #17-127 with VCOE for Hearing Conservation and Audiology Services, starting on 2017-2018 school year, in the amount not to exceed \$74,900 per school year thereafter until terminated or a new or altered contract is requested by either party.

On August 22, 2018 the board approved amendment #1 to reflect updated contract services fees that became effective July 1, 2018, and to also increase the agreement amount by \$650 from the original agreement amount of \$74,900 for a total cost of \$75,550. The increase was made to the cost of Central Auditory Processing (CAP) Assessment which was originally \$850 and increased to \$1,500 as of July 1, 2018.

On November 4, 2020 the Board approved the contract services that were updated again by VCOE Hearing Conservation for Agreement #17-127 via amendment #2 to reflect the update that had become effective July 1, 2020. The total cost of the agreement remained the same not to exceed \$75,550 per school year.

The contract services are being updated again by VCOE Hearing Conservation and it is necessary to update Agreement #17-127 via amendment #3 to reflect the total number of days for Hearing Screening Services or Specialized Hearing Screening Services, which is 35 days (based on three year district average) at a cost of \$1,200 per day for an amount of \$42,000; this update became effective July 1, 2020, and per Hearing Conservation the amendment serves as a commitment of the Oxnard School District to cover costs for services. The total cost of this agreement remains the same not to exceed \$75,550 per school year.

The actual cost for services has exceeded the last amount of \$75,550 and it's necessary to increase the amount via Amendment #4 to Agreement #17-127 by \$7,220 for a total cost of \$82,770. The increase is due to the need for additional School Hearing screenings.

VENTURA COUNTY OFFICE OF EDUCATION, HEARING CONSERVATION,
CAMARILLO, CA

By: _____
Lisa Cline, Director Internal Business Services

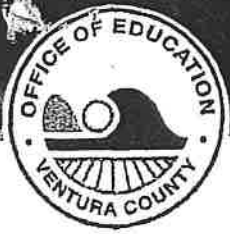
Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa Franz, Director of Purchasing

Date: _____

#3



ADDENDUM #3 TO OSD AGREEMENT #17-127

VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

ADDENDUM TO CONTRACT Hearing Conservation – Hearing Screening 2021-2022

Contractor: Oxnard School Dist

Contract Number: Hearing18-026A

Contract Period and Effective Date of Addendum: July 1, 2021 – June 30, 2022

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES FOR THE FOLLOWING:

This addendum applies only to hearing screening services and does not change the rate VCOE Hearing Conservation charges for hearing screening services in the 2021-2022 school year. (*Rate sheet attached.*) This addendum will serve as evidence of the commitment of Oxnard School Dist to cover costs for services provided by VCOE Hearing Conservation staff for hearing screening services as follows:

**Total Number of Days for Hearing Screening Services or
Specialized Hearing Screening Services:** 35

(Based on three year district average)

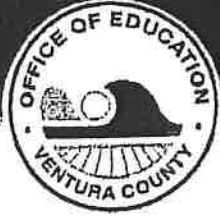
\$42000 Cost per Day for Hearing Screening Services: \$1,200

\$ Cost per Day for Specialized Hearing Screening Services: \$1,440

Total Cost (# of days x daily rate)= \$ 42000

The District, Oxnard School Dist, agrees to the *minimum contracted services* reflected in the Total Cost indicated above. The District will receive a quarterly invoice, and any additional services beyond *the minimum contracted services* agreement will be reflected in the final invoice. The District agrees to reimburse VCOE within 30 days of receipt of an invoice.

VCOE Hearing Conservation and the District will work together to develop a schedule of days for hearing screening to best meet the District's needs based upon availability of staff. VCOE Hearing Conservation will be accountable to the District for carrying out these duties and will provide a service schedule to the District upon request.



Comprehensive Health and Prevention

5100 Adolfo Road
Camarillo, CA 93012
(805) 383-1370
www.vcoe.org

VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

The District will be responsible for costs for all regularly scheduled times, regardless of whether direct services are provided. *Prior authorization by District Administrator must be obtained* if additional days of hearing screening services are necessary to accomplish the duties requested by the District.

VCOE will work to schedule staff compensation time, vacations, and other employee absences to result in minimal disruption of services to students. VCOE will provide supervision and direction to all hearing screening staff.

*Please note, in the event of district's need to reduce hours, VCOE must be given 90-days notice of the district's intent to reduce hours. If a 90-day notice is not given, the district will be billed during that period for the original contracted hours

All other original terms and conditions of the contract remain the same.

Ventura County Office of Education:

m c y
Program Manager

Date: 4.29.21

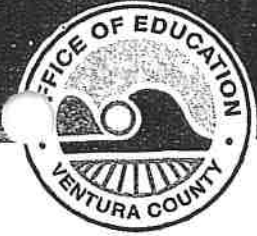
Lisa Cline
Executive Director, Internal Business Services

Date: 7-22-21

District:

Lisa A. Franz
District Chief Business Official or Designee

Date: 9-9-2021



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

VCOE HEARING CONSERVATION SERVICES AND COST 2021-2022			
Service / Referral Type	Description	Cost	Scheduling Process
Hearing Screening	By audiometrist for students in general education classrooms	\$600 – half day \$1200 – full day	Contact Hearing Conservation to schedule.
Specialized Hearing Screening	By audiologist for students with moderate/severe disabilities in special day classes	\$720 – half day \$1440 – full day	Contact Hearing Conservation to schedule.
Hearing Test	Comprehensive testing at VCOE to determine the presence and characteristics of hearing loss and to link the family to needed services in the community and school	\$180	After submitting the referral form, district instructs parent to call our office to schedule an appointment.
Aided Testing	Testing at VCOE to determine a student's auditory abilities while using their current amplification devices (hearing aids or cochlear implants)	\$240	After submitting the referral form, district instructs parent to call our office to schedule an appointment.
Educational Audiology Consult/Services	School-based services for a student with hearing loss, including assessment, consultation, teacher in-servicing, IEP attendance, etc.	\$180/hour	After submitting the referral form, the VCOE educational audiologist will contact the district to initiate services.
Central Auditory Processing Assessment (CAP)	Assessment at VCOE for central auditory processing includes testing, report, IEP participation and consultation with school team, parents, and others involved.	\$1,800	Refer to the <i>Central Auditory Processing (CAP) Scheduling Process</i> , and forms for scheduling CAP assessments.
<u>Other</u>	Briefly state the needed services	\$180/hour	Hearing Conservation will contact district to initiate services.



Hearing Conservation and Audiology Services

5100 Adolfo Road, Camarillo, CA 93012
805-437-1380 • FAX: 805-389-4297

Email: hearing@vcoe.org

www.vcoe.org/hearing

AMENDMENT #2 TO OSD AGREEMENT #17-127

VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

ADDENDUM TO CONTRACT



Contractor: Oxnard School District

Contract Number: Hearing18-026 (Pupil Services)

Contract Period: This contract will continue to remain in effect until terminated or a new or altered contract is requested by either the District or Provider (VCOE).

Effective Date of Addendum: July 1, 2020

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES FOR THE FOLLOWING:

Hearing Conservation Services and Cost			
Service / Referral Type	Description	Cost	Scheduling Process
Hearing Screening	By audiometrist for students in general education classrooms	\$600 – half day \$1200 – full day	Contact Hearing Conservation to schedule.
Specialized Hearing Screening	By audiologist for students with moderate/severe disabilities in special day classes	\$720 – half day \$1440 – full day	Contact Hearing Conservation to schedule.
Hearing Test	Comprehensive testing at VCOE to determine the presence and characteristics of hearing loss and to link the family to needed services in the community and school	\$180	After submitting the referral form, district instructs parent to call our office to schedule an appointment.
Aided Testing	Testing at VCOE to determine a student's auditory abilities while using their current amplification devices (hearing aids or cochlear implants)	\$240	After submitting the referral form, district instructs parent to call our office to schedule an appointment.
Educational Audiology Consult/Services	School-based services for a student with hearing loss, including assessment, consultation, teacher in-servicing, IEP attendance, etc.	\$180/hour	After submitting the referral form, the VCOE educational audiologist will contact the district to initiate services.

Central Auditory Processing Assessment (CAP)	Assessment at VCOE for central auditory processing includes testing, report, IEP participation and consultation with school team, parents, and others involved.	\$1,800	Refer to the <i>Central Auditory Processing (CAP) Scheduling Process</i> , and forms for scheduling CAP assessments.
Other	Briefly state the needed services	\$180/hour	Hearing Conservation will contact district to initiate services.

All other original terms and conditions of the contract remain the same.

Requested by: Loren Cristak Dated: 5-5-2020
Program Manager

Approved by: Lisa Cline Dated: 5-6-2020
Executive Director, Internal Business Services

Contractor: Lisa A. Franz Dated: 11-13-2020
Signature

R:\Group\Hearing\Everyone\Contracts and MOUs\2020-2021 changes\Service Agreement Addendum 2020.docx
Rev. 05/04/2020



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: Hearing18-030

Contract Period: This contract will continue to remain in effect until terminated or a new or altered contract is requested by either the District or Provider (VCOE).

Effective Date of Addendum: July 1, 2018

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

- (1) Contract amount for *Central Auditory Processing (CAP) Assessment* will be increased from \$850 to \$1,500.
- (2) Description: Assessment at VCOE for central auditory processing includes testing, report, IEP participation, and consultation with school team, parents, and others involved.
- (3) There will no longer be an additional charge of \$130 an hour for related CAP assessment IEP participation or post-assessment consultation.

All other original terms and conditions of the contract remain the same.

Requested by: *Lisette Anatale* Dated: 7/17/18
Program Manager

Approved by: *Lisa Cleve* Dated: 7-18-18
Executive Director, Internal Business Services

Contractor: *Lisa A. Franz* Dated: 8-29-18
Signature Lisa A. Franz, Director, Purchasing

"Commitment to quality education for all"



Hearing Conservation & Audiology Services
5100 Adolfo Road, Camarillo, CA 93012
805-437-1380 • FAX: 805-389-4297

VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

Services Agreement

This Services Agreement (the "Agreement") is made and entered into this first day of July, 2017 by and between Oxnard School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

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

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

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

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

NON-EXCLUSIVITY.

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

SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

TIME OF PERFORMANCE. The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

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

ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District:
School District: Oxnard
Attn: Chris Ridge
Address: 1051 South A Street
Oxnard, CA 93030

Provider:
Ventura County Office of Education
Attn: [REDACTED], Director of Internal Business
5189 Verdugo Way Lisa Cline
Camarillo, CA 93012

WARRANTY. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

INSURANCE. District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

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

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

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

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

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

DOCUMENT RETENTION. After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

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

WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.


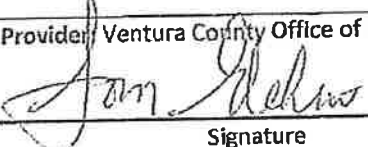
SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

District:  Signature	Provider: Ventura County Office of Education  Signature
Name: Lisa A. Franz Title: Director, Purchasing Date: 9-14-17	Tom Etchart Director, Internal Business Services Date: May 26, 2017

2017 – 2018 STATEMENT OF WORK

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing, deaf, VI or OI*.

Note: Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

Schedule of Fees

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
Hearing Screening (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
Functional Hearing Screening– Special Education (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
Educational Audiology Services (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
Audiological/Hearing Evaluation at VCOE (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
Hearing Aid/Cochlear Implant Evaluation at VCOE (evaluation of a student’s hearing function while using their personal hearing device)	\$200
(Central) Auditory Processing (CAPD) Assessment at VCOE (covers CAPD services through the assessment and report dissemination)	\$850
(Central) Auditory Processing (CAPD) Post-Assessment Services (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

DESCRIPTION OF HEARING SERVICES

HEARING SCREENING. Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

FUNCTIONAL HEARING SCREENING. Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

AUDIOLOGICAL / HEARING EVALUATION SERVICES. Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

The form *Referral/Authorization for Hearing Services 2017-2018* or a signed *Assessment Plan* must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

HEARING AID/COCHLEAR IMPLANT EVALUATIONS. Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

EDUCATIONAL AUDIOLOGY SERVICES. For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT. CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES. The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

WORK SCHEDULE. Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

PAYMENT SCHEDULE. Districts will be billed quarterly.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 18, 2023

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #001 to Agreement #21-140 with Kenco Construction Services, Inc., to provide additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

At the October 20, 2021 Board meeting, the Board of Trustees approved Agreement #21-140 for Inspector of Record (IOR) Services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between Kenco Construction Services and the District.

Subsequent to the approval of Agreement #21-140 and due to the complexity of the Project it was determined by CFW and the District Director of Facilities that the services of an assistant IOR were needed to provide support to the existing IOR with the expectation that the Project Work would not be impacted due to delays in providing adequate inspection in a timely manner.

The attached proposal received from Kenco Construction Services, Inc dated December 5, 2022 and titled Proposal Extension for Assistant DSA “Onsite” Inspectors, includes additional fees to add the additional DSA Inspector to the Project.

Term of Agreement: September 1, 2022 - April 30, 2023

FISCAL IMPACT:

Fiscal Impact- \$147,840.00 to be paid from Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #001 to Agreement #21-140 with Kenco for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Amendment 001 to Agreement #21-140 Kenco- Rose Ave Reconstruction \(3 Pages\)](#)

[Revised Kenco Extension Proposal, Rose Ave. \(2 Pages\)](#)

[Agreement #21-140 - Kenco Construction Services \(21 Pages\)](#)

**Amendment No. 001 to Inspector of
Record Services to be provided for the
Rose Avenue Construction Project
Agreement #21-140**

The Inspector of Record (IOR) Services Agreement (“Agreement”) #21-140 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Kenco Construction Services, Inc, is hereby amended by the parties as set forth in this Amendment No. 001 to the Agreement for Consultant Services, Inspector of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Kenco Construction Services, Inc. to provide Inspector of Record (IOR) Inspection services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Inspector of Record has provided Inspection Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions requiring additional Inspection Services exceeding the agreed amount of Exhibit “A” in the Agreement #21-140;

WHEREAS, the Board of Trustees has taken certain actions to approve the Inspector of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Inspector of Record (IOR) services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspector of Record services as IOR including DSA required inspections through the completion of the project;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work. The Inspector of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. IOR agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the IOR agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. One Hundred Forty-Seven Thousand Eight Hundred Forty Dollars and Zero Cents (\$147,840.00) for Amendment No. 001 and the attached proposal received from Kenco Construction Services, Inc. dated December 5, 2022, is to adjust the base fee paid to Kenco Construction Services, Inc. according to the original Service Agreement #21-140 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

One Hundred Forty-Seven Thousand Eight Hundred Forty Dollars and Zero Cents (\$147,840.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Inspector of Record Services Agreement entered into and executed by the Parties on **October 20, 2021** remain in full force and effect. The Inspector of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa Franz
Director, Purchasing

Date:

Kenco Construction Services, Inc.

By: _____
Ken Hinge, President

Date:

EXHIBIT “F”

PROPOSALS ATTACHED



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

Proposal Extension for Assistant DSA "Onsite" Inspectors.

Date: 12-05-22

Project Client: **Oxnard School District**
1055 South C Street
(805) 385-1514

Proposed Projects: **Rose Avenue – K-5 New School Campus**
220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 **Assistant DSA Project Inspector** to provide certified inspections for the construction of the new elementary school and campus, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. Due to DSA concerns with one inspector, plus contractor's aggressive construction schedule, large manpower, and working on all 5 building, including site work, one inspector cannot cover all required inspections. This will continue until April, 2023. **NOTE:** Laboratory, geo/soil or special inspections are not included.

Project Rate: \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete. Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

Estimated Cost: Estimated Assistant Start Date: **September 1st, 2022**
Estimated Completion Date: **April 30th, 2023**
8 months = 176 days = 1408 hrs. (@ \$105.00 per hr.)..... **\$ 147,840.00**

Total Estimated Proposal: \$ 147,840.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **September 1st, 2022**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 12-05-22

X _____

Lisa Franz, Director, Purchasing
Oxnard School District
Date:

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated June 15, 2021**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. 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.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
 - 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 four (4) 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 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.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of 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 payments under this Agreement.

- 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 officers, agents, and 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.
- 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.


18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. 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 ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- 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 Services 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.

20. Conflict 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 the 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 District. 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.

- a) Bylaws of the Board 9270 BB 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 (i) 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”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

21. 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 Board members, officers, officials, employees, agents, or volunteers 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, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

22. 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.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

25. 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, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. 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.

26. 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.

27. District Administrator. **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

28. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.

a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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.

29. Indemnification.

a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.

b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.

c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

KA (Initials)

- 30. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**
- 31. 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, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Kenco Construction Services, Inc.
4664 Romola Ave.
La Vern, CA 91750
Attention: Kenneth Hinge, President
Telephone(714) 981-2752
Email: kenhinge@kenco-inc.com

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

- 32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. 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).
- 39. 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.

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

OXNARD SCHOOL DISTRICT

KENCO CONSTRUCTION SERVICES, INC.

Lisa A. Franz
Signature

Kennel Kyji
Signature

LISA A. FRANZ
Typed Name/Title

President
Typed Name/Title

10-22-2021
Date

10-15-21
Date

Tax Identification Number: 27-2782038

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$367,080.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services.
- c.** Records for all travel pre-approved by District and properly charged to the Services.
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services 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.

Exhibit "B"

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 Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: *Kemal Taj*
Title: *President*


AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 10-15-21

Proper Name of Consultant: KENNETH HINGE

Signature: 

By: _____

Its: _____

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated September 20, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #21-140

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 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 District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for 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, **KENCO CONSTRUCTION SERVICES, INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 10-22-2021

By: 
Lisa A. Franz
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

Proposal for DSA "Onsite" Inspection.

Date: 09-20-21

Project Client: **Oxnard School District**
1055 South C Street
(805) 385-1514

Proposed Projects: **Rose Avenue – K-5 New School Campus**
220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school and all site work. All documentation and DSA requirements included.
NOTE: Laboratory, geo/soil or special inspections are not included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1st, 2021.

Project Rate: \$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

Estimated Cost: Estimated Start Date: **October 1st, 2021**
Estimated Completion Date: **September 1st, 2023**
23 months = 483 days = 3864 hrs. (@ \$95.00 per hr.). **\$ 367,080.00**

Total Estimated Proposal: \$ 367,080.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **October 21st, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$95.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Ken Hinge

Ken Hinge, President
 KENCO Construction Services, Inc.
 Date: 09-20-21

X Lisa A. Franz

District Authorized Agent
 Oxnard School District
 Date: 10-22-2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #22-86 – ATX Learning, LLC (DeGenna/Jefferson)

At the Board Meeting of August 03, 2022, the Board of Trustees approved Agreement # 22-86 with ATX Learning in the amount of \$911,000.00. to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department for fiscal year 2022-2023. Amendment # 1 is needed to increase the total agreement amount by \$589,000.00 due to the increase of staffing needs.

Term of Agreement: August 16, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$589,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-86 with ATX Learning, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 -ATX Learning LLC \(1 Page\)](#)

[Agreement #22-86 - ATX Learning LLC. \(7 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #22-86 with
ATX Learning LLC
January 18, 2023**

At the Board Meeting of August 03, 2022, the Board of Trustees approved Agreement # 22-86 with ATX Learning in the amount of \$911,000.00. to provide supplemental staffing to the Oxnard School District on an "as needed" basis for the Special Education Department for fiscal year 2022-2023.

DESCRIPTION:

Amendment # 1 is needed to increase the total agreement amount by \$589,000.00 due to the increase of staffing needs.

Grand Total: **\$1,500,000.00** to be paid out of Special Education funds.

ATX Learning, LLC

By: _____

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

Date: _____

Lisa Franz
Director, Purchasing



PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Oxnard School District** (hereinafter referred to as **OSD**) located at **1051 South A Street, Oxnard, CA 93030** and **Ausin Texas Learning Group, LLC** (hereinafter referred to as Consultant) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. **DUTIES OF CONSULTANT:** The Consultant shall provide the following Professional services, studies, and/or reports.

Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. **CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. **COMPENSATION:** For the full performance of this agreement, the OSD shall pay the Consultant as follows:
Consultant's Fee:

- a) **For Consultant: Rate as Specified in Addendum A**
- b) **Consultant will work for minimum of 35-40 billable hours per week (as needed)**
- c) **School shall not be liable to pay for school holidays**

Payment shall be as follows: Payments to be made within **30 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of consultant.

D. **GENERAL TERMS AND CONDITIONS:**

- 1) **INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save Board, its Officers, Board Members, employees, and Agents harmless from and against any loss of and/or damage to the person or property of consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its employees or agents
- 2) **NON-SOLICITATION OF EMPLOYEES:** OSD agrees to not solicit or hire employees or independent contractors of consultant for a period of 1(One) Year following the end date of that employee or independent contractor's services to OSD. If OSD decides to hire Consultant's candidate as a district employee or independent contractor without Consultant's approval, a fee for direct hire will be payable to consultant within 15 days.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com



This paragraph is essential to protect the economic and business rights of consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Consultant nor in the termination of the other provisions of this agreement.

- 3) REPRESENTATIONS: OSD represents and warrants that all the information supplied to consultant herein is true and accurate and contains no errors or omissions. In the event that is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: OSD represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Without the written consent of the OSD, this agreement is not assignable by the Consultant.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credential/ clearance to OSD at their request.
- 8) EQUIPMENT AND FACILITIES: OSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) TIME: Time is the essence of this agreement.
- 10) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 11) WITHHOLDING: The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 12) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

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ATX Professional Services Agreement



- 13) **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 14) **MODIFICATION:** Any modification to this agreement must be in writing and signed by both parties to be effective.
- 15) **AUTHORITY:** Each party executing this agreement has the authority to do so.
- 16) **DAMAGES:** In no event shall either party claim damages against the other in excess of 50% of the total amount to be paid out under the contract, nor shall there be any recovery of any special, consequential, or indirect damages of any type, against the Consultant.
- 17) **TIMESHEET:** Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15days. After 15days ATX has all the rights to raise invoices in full as per the countersigned timesheet.
- 18) **TERMINATION:** Either party may terminate this Agreement on thirty (20) calendar day written notice.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the OSD, or to utilize the OSD 's letterhead or logo without the prior consent of the OSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The OSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO OSD	The OSD 's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	OSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make progress report.

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ADDENDUM – A.1

Candidate 1	:	Cristina Kazzi
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM -A.2

Candidate 1	:	Molly Zuelke
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.3

Candidate 1	:	Susan A Mead
Services	:	Special Education Teacher (Virtual)
Rate for Services	:	\$85 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

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ATX Professional Services Agreement

ADDENDUM – A.4

Candidate 1	:	Daniela Gramada
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	30-40 hours per week

ADDENDUM – A.5

Candidate	:	Alexxa Valencia
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	30-40 hours per week

ADDENDUM – A.6

Candidate 1	:	Victoria Alcantar
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.7

Candidate 1	:	Ember Carlson
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.8

Candidate 1	:	Andrea Fuentes
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

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ATX Professional Services Agreement



UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. AUTHORIZED REPRESENTATIVE:

Signature: Lisa A. Franz

Date Signed: 8-5-2022

Branch / Dept.: Lisa A. Franz
Director, Purchasing

Address (or Mail Code): _____

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

Phone / Fax: 805-385-1501 / 805-385-1509

E-Mail Address: cgaribay@oxnardsd.org

CONSULTANT:

Signature: Syed Khalil

Date Signed: 6/27/2022

Title: President

Company Mailing Address:

**ATX Learning LLC,
10821 Red Run Blvd, #407, Owings Mills, MD 21117**

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: info@atxlearning.com

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ATX Professional Services Agreement

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Approval of School-Level Parent and Family Engagement Policies for 2022-2023 School Year - 20 schools (DeGenna/Ruvalcaba)

The Board of Trustees will receive a presentation on the recommended district and school-level Parent and Family Engagement Policies. The district policy shall be incorporated into the plan developed under ESSA Section 1112. This policy describes the district's expectations and objectives for meaningful parent and family involvement and how the agency will engage parents and families in the development, implementation, and annual evaluation of the content and effectiveness of the district's plan. The school-level Parent and Family Engagement Policies meet the requirements of Title I, Part A, of the Elementary and Secondary Education Act and support Action 1 of the District's Local Control Accountability Plan (LCAP) Goal 3. These policies were developed with parent input and describe the family engagement activities that schools will implement. These activities build on two of the five action areas of the California Family Engagement Framework (Capacity Building and Access and Equity).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees approves the School-Level Parent and Family Engagement Policies for the 2022-2023 School Year as presented.

ADDITIONAL MATERIALS:

Attached: [OSD's Parent and Family Engagement Policies-FINAL-Presentation \(18 pgs\).pdf](#)
[Chavez-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Curren-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Driffill-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Elm-Family Engagement Policy-Eng 2022-2023 \(7 pgs\).pdf](#)
[Frank-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Fremont-Family Engagement Policy-Eng 2022-2023 \(7 pgs\).pdf](#)
[Harrington-Family Engagement Policy-Eng 2022-2023 \(7 pgs\).pdf](#)
[Kamala-Family Engagement Policy-Eng 2022-2023 \(5 pgs\).pdf](#)
[Lemonwood-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Lopez-Family Engagement Policy-Eng 2022-2023 \(7 pgs\).pdf](#)
[Marina West-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[Marshall-Family Engagement Policy-Eng 2022-2023 \(6 pgs\).pdf](#)
[McAuliffe-Family Engagement Policy-Eng 2022-2023 \(8 pgs\).pdf](#)

Ritchen-Family Engagement Policy-Eng 2022-2023.docx (9 pgs).pdf
Rose-Family Engagement Policy-Eng 2022-2023 (8 pgs).pdf
Sierra Linda-Family Engagement Policy-Eng 2022-2023 (8 pgs).pdf
Soria-Family Engagement Policy-Eng 2022-2023 (7).pdf
District's Parent and Family Engagement Policy-English-Superintendent-Signature
(5 pgs).pdf
Brekke-Parental Involvement Policy-Eng 2022-2023 (5 pgs).pdf
McAuliffe Family Engagement Policy-Eng 2022-2023 (8 pgs).pdf
McKinna-Family Engagement Policy-Eng 2022-2023 (7 pgs).pdf
Ramona-Family Engagement Policy-Eng 2022-2023 (6 pgs).pdf



OSD's Parent and Family Engagement Policies

Teresa Ruvalcaba

Manager of Equity, Family, and Community Engagement

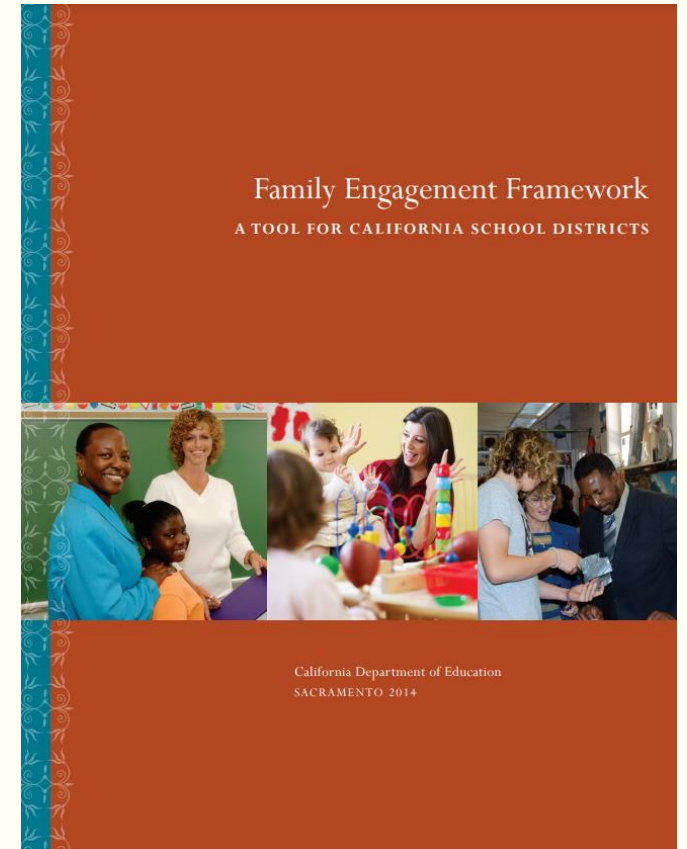


Background Information

Title I, Part A, requires all districts receiving title I funds to jointly develop, mutually agree upon, and distribute to parents and family members of participating children a written Local Educational Agency (LEA) parent and family engagement policy.

Proposed District Policy:

- Complies with the requirements of the California School Boards Association (CSBA): Policy 6020-Parent Involvement; last reviewed on 05/01/2020.
- Meets the requirements of Board Policy 6020 adopted on 11/16/2011. Last modified on October 27, 2020.
- Developed with input from parents.
- Written in the NEW TEMPLATE recommended by the state, which includes the requirements of Title I, Part A, of the Elementary and Secondary Education Act (ESEA) as reauthorized by Every Student Succeeds Act (ESSA).
- Builds on the principles of the California Family Engagement Framework.



Parent and Family Engagement

- The following parent groups provided feedback to update this policy:
 - District English Learner Advisory Committee (DELAC)
 - African American Parent Advisory Group
 - Mixteco Parent Advisory Group
 - Asian American & Pacific Islander Parent Advisory Group
 - Foster Youth Parent Advisory Group

Focus Areas of OSD's Parent and Family Engagement Policies

- Capacity Building
- Access and Equity

Building Capacity

- Engage administrators, outreach resource specialists, teachers, support staff, and families in meaningful conversations around the five action areas of the California Family Engagement Framework and how this framework can be used as a guide to implementing authentic family engagement that is culturally responsive and supported by research.
- Provide professional development opportunities for school administrators in developing, implementing, and evaluating site-level Parent and Family Engagement Policies that align with the California Family Engagement Framework.
- Use rubrics within the framework to measure growth along the pathway to innovative practice.
- Integrate and coordinate with the Local Control Accountability Plan (LCAP), as applicable.
- The Manager of Equity, Family & Community Engagement will serve as the liaison to the schools by providing support in the development, implementation, and evaluation of their site policies.

Building Capacity-Parent and Family Empowerment

- Provide opportunities for our diverse families to participate and engage in the different district parent advisory groups, such as DELAC, PAC, PTA, African American, Mixteco, Asian American Pacific Islander, and foster youth parent advisory groups.
- Offer a variety of parent education workshops in coordination with other departments in the district and in collaboration with local community agencies and organizations. Workshop topics can include...
 - State academic standards
 - Local and state assessments, report card guides, and reporting system
 - Project 2 Inspire workshops (English and Spanish)
 - Ways to support students' learning at home (interactive homework, student Apps)
 - Use of technology
 - ESL and Spanish classes
 - Healthy Mind, Healthy Body
 - Literacy and math family nights (district-wide, school level)

Access & Equity

To the extent practicable, provide full opportunities for the participation of parents/guardians with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

- Continue to conduct the bilingual parent and family engagement Panorama surveys once a year.
- Make these surveys available through different communication platforms.
- Collect and analyze survey data to identify barriers to greater participation as indicated by different ethnic and racial groups and act upon this data.
- Share survey feedback with families.
- Continue to provide translation and interpretation at district and school events in Spanish and Mixteco and other languages as possible.
- Provide incentives to students, teachers, and families to increase parent and family engagement.
- Plan family events/activities that build cross-cultural understandings.
- Offer both in-person and Zoom parent meetings.
- Schedule parent meetings at various times to accommodate the needs of different families.
- Provide childcare as needed.
- To the extent possible, provide transportation or carpooling to parent events.
- Use a variety of communication channels to reach out to all families, including, but not limited to, Blackboard messaging, flyers on district/school websites, video clips, hard copies of handouts, use of students' iPads, and information tables at schools.
- ORCs conduct ongoing outreach to all parents and families and connect them with available district and community resources and program

Annual Evaluation

- To be conducted in the Spring of every school year
- Stakeholder groups to determine the metrics to be used to measure the LEA's progress, successes, needs and areas for growth in implementing family engagement policies, programs, and practices. Some metrics to be considered include:
 - Parent attendance in the different district advisory groups
 - Ongoing review of student academic data
 - Analysis of Panorama survey data collected from pre and post-surveys in specific areas of school-family engagement such as family-school communication, adequacy of parent and family involvement opportunities in school/district committees and events, engagement barriers and opportunities to build parent and family capacity to support student learning at home
- Report the evaluation report findings to the Board at a regularly scheduled meeting and to all parents and families at district-level parent focus group meetings. The district will use these findings to design more effective parent and family involvement and shall revise this policy, as necessary.

Distribution of OSD's Parent and Family Engagement Policy

After the Board's approval, the district will distribute a written Parent and Family Engagement Policy to all parents and family members of participating Title I, Part A students on or after February 28. (available on the district website, added to the Annual Parents' Rights Notification, hard copies available at district/school offices).

School Level Parent and Family Engagement Policies

- Updated with input from stakeholder groups, such as School Site Council (SSC), the Parent Teacher Association (PTA), and the English Learner Advisory Committee (ELAC).
- Written in the new TEMPLATE required by the state, which includes Title I requirements.
- Build on two of the five action areas of the California Family Engagement Framework-Capacity Building & Access and Equity.
- Support Action 1 of the District’s Local Control Accountability Plan (LCAP) Goal 3.
- Reviewed by the Educational Services Department and feedback provided as needed.
- Each school receiving Title I funds shall evaluate the effectiveness of its parent involvement policy annually. Such evaluation may be conducted during the process of reviewing the School Plan for Student Achievement (SPSA) in accordance with Education Code 64001.
- Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand (20 USC 6318).
- Outreach Resource Specialists developed a Parent and Family Engagement Action Plan in collaboration with their site administrators that meet the following criteria:
 - ✓ Includes goals/outcomes, specific activities to support those goals, timelines, lead/responsible party, goal evaluation or verification of activity, and end-of-the-year reflection.
 - ✓ Goals align with the California Family Engagement Framework with a focus on “Capacity Building” & “Access and Equity” and the school’s Parent and Family Engagement Policy.
 - ✓ Incorporates evidenced based practices as delineated in the California Family Engagement Framework.
 - ✓ Builds on the feedback from the district and school-level parent focus groups.
 - ✓ Meets the specific needs of each school’s parent community.

Parent & Family Engagement Highlights



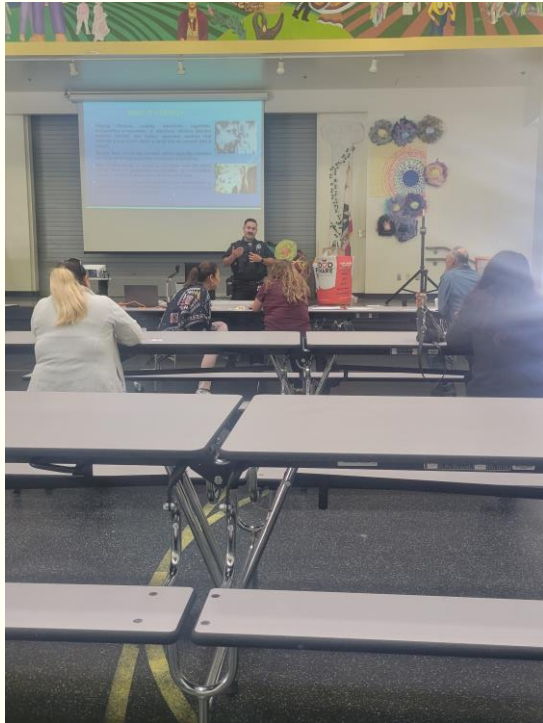
Back to School Night-Elm



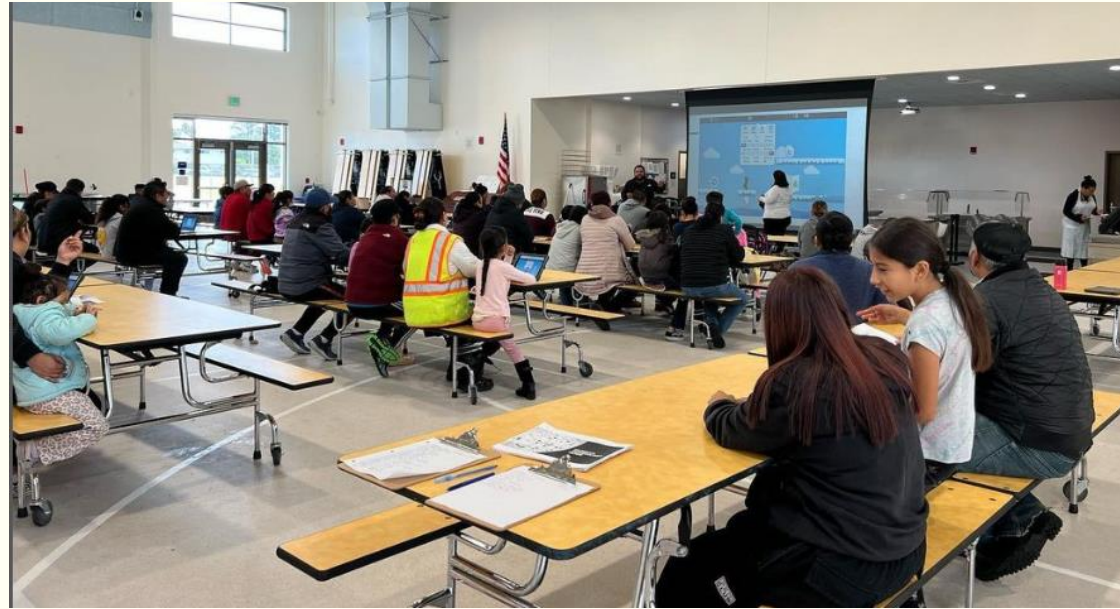
Academy Mindset-Chavez



Día de Los Muertos-Chavez¹¹



Presentation about the dangers of vaping-Soria



Parent technology training-Elm



Making a pumpkin succulent-Soria

Celebrating Mesoamerican Traditions- Cultural Event at Lemonwood





Book and Blankets Event, Marina West



ELAC Meeting- Guest Speaker from Ventura County Public Health, Marina West



Family Math Night, Harrington



Trunk or Treat Event, Harrington

Kwanzaa Celebration



DELAC Potluck-Convivio





THANK YOU!!



Cesar Chavez K-8 School
301 North Marquita Street, Oxnard CA 93030
(805) 385-1524 Fax: (805) 483-4799



Title I School-Level Parent and Family Engagement Policy

Cesar E. Chavez School

November 10, 2022

2.0 With approval from the local governing board, Cesar E. Chavez School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Cesar E. Chavez School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Chavez holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
- Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc. for parent trainings/meetings (for in-person meeting/trainings).
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Chavez holds regular Title 1 meetings.
- Timely information through parent emails, Back to School Night, ELAC Committee, SSC, and PTA (English/Spanish for all activities).
- Parent/teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the year
- Posting of the California School Accountability Report Card is completed annually, as required.
- Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish).
- Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Chavez, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committees such as ELAC, SSC, and PTA.
- If requested by parents, Chavez provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the

education of their child, and will respond to any such suggestions as soon as practicably possible.

- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Chavez will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at parent/teacher conferences.
- Student achievement expectations and results will be discussed at ELAC and SSC meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.
- Chavez School posts links to all the content area standards for all students (in both English and Spanish), on our website.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent trainings including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.

c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent trainings including parent workshops, SSC, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, counselors, and outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/stakeholder groups at site and district level including school site council, PTA, ELAC, DELAC and Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings including parent workshops, SSC, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, counselors, and outreach specialist.
 - Chavez coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators, as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Chavez immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.
 - Parents are further encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

2.3 Accessibility

Cesar E. Chavez School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Chavez, this responsibility includes providing parent information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent trainings on how to support students, and ensuring ongoing regular communication with parents regarding their child's progress, including progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
 - Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish).

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or as requested by parents throughout the school year.

 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Chavez School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Chavez School sends progress reports to students at the midpoint of each trimester notifying parents if their child is not making adequate progress academically (as measured by class marks).

 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Chavez School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including LMS Canvas, email, phone communication, parent/teacher conferences, and other school approved platforms (such as ClassDojo and Remind apps).
 - Chavez School parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Chavez School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Bernice Curren K-8 School
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(805) 385-1527 Fax: (805) 485-7593



Title I School-Level Parent and Family Engagement Policy

Bernice Curren School

2022-2023

2.0 With approval from the local governing board, Bernice Curren School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1]) To involve parents and family members in the Title I program at Curren School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, School Site Council (SSC), English Learner Advisory Council (ELAC), PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide a variety of parent education opportunities for parents and provide translation to encourage parents to participate in the school.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Curren holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
- Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, SPED meetings, etc. are regularly offered and Title funds will be utilized to provide training, materials, refreshments, etc. (for in-person meetings/trainings).
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Curren holds regular Title 1 meetings.
- Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities and Mixteco as needed).
- Parent/Teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement data is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are offered in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the school year.
- Posting of the California School Accountability Report Card is completed annually, as required.
- Curren School posts links to content area standards for all students (in both English and Spanish), on our website.
- Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Curren, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committee meetings such as ELAC, SSC, and PTA.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Curren School will submit, as soon as practicably possible, all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Curren School posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/education partner groups at the site and district level including ELAC, DELAC, SSC, PTA and the Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Curren School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators, as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Curren school provides immediate translation for parents in person, online, or on the telephone.

- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for recommendations about future meeting agenda/information requests.
- Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

2.3 Accessibility

Bernice Curren School , to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communication, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- Spanish translation is available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Curren School posts links to content standards for all students and all content areas (in both English and Spanish), on the website.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - Curren School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.
 - Curren School posts links to content standards for all students and all content areas (in both English and Spanish), on the website.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Curren School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Curren School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Curren School communicates regularly with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including LMS Canvas, email, phone communication, parent/teacher conferences, and other school approved platforms (such as ClassDojo and Remind apps).
 - Curren School parents are welcome to observe in classrooms with previous notification to the school.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Curren School communicates regularly with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Driffill School

School of Environmental Science and Global Awareness



Title I School-Level Parent and Family Engagement Policy

DRIFFILL SCHOOL

December 12, 2022

2.0 With approval from the local governing board, Driffill School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is reviewed and approved annually in collaboration with School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent and student emails, Driffill's website, and is pushed out directly to students iPads. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

To involve parents and family members in the Title I program at Driffill School, the following practices have been established:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

- Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - Parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Driffill School holds an annual Title 1 meeting at Back to School Night.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, Coffee with the Principal etc. are regularly offered and Title funds will be utilized to provide training materials, refreshments, etc. (for in-person meetings/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Driffill holds an annual Title I meeting.
 - During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
 - Information is disseminated through the following: Sunday messages (Ed Connect, Back to School night, ELAC, SSC, Café Con Padres and PTA).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
 - Academic assessment information is also presented during ELAC, SSC, and general parent workshops, specifically related to student progress.
 - Posting of the California School Accountability Report Card, annually, as required.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- If requested, formally or informally, Drifill has an open-door policy in which parents are allowed to provide suggestions and to participate in decisions related to their child's education, and responses to any such suggestions will be offered in a timely manner.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Drifill will submit and report all written documentation of parent comments indicating that the school wide program is not satisfactory to the LEA and site level committees (SSC and ELAC)

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Through any general parent information and parent education meetings, Drifill parents are supported (either in English or Spanish) in understanding the academic content and achievement standards. In addition, parents are supported in monitoring and learning how to improve achievement for their child.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- During parent/teacher conferences, teachers review state standards with parents.
- During ELAC and SSC meetings, agenda items explain and discuss student achievement, expectations and results.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Administration, counselor, and outreach specialist continuously collaborate to distribute educational materials and offer parent trainings throughout the school year in our ELAC, Café Con padres, SSC, and technology trainings.

c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parents are equitably represented on school committees: PTA, ELAC, and SSC
- Driffill provides professional learning opportunities for all our faculty and staff.
- Administration, counselor, and outreach specialist continuously coordinate parent trainings throughout the school year: ELAC, Café Con padres, School Site council, and Technology trainings.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Administration, counselor, and outreach specialist are continuously coordinating parent trainings throughout the school year: ELAC, Café Con padres, School Site council, and Technology trainings.
- Driffill parents are well represented in all district committees: (District English Learner Advisory Committee, Parent Advisory Committee)

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- Any documents/materials sent to parents, are in both English and Spanish.
- Translation is offered throughout the school year in any school activity and/ or committee (ELAC, PTA, SSC). In addition, translation is available when necessary or requested by a parent.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Driffill provides a two-way communication partnership with parents as they are frequently asked for their feedback regarding any of the school committees and/or activities held at the school site. Parents are considered full partners and are included in any decision-making at Driffill school.

- Translation is readily available when necessary or requested by a parent.

2.3 Accessibility

Drifill School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- Any documents/materials sent to parents, are both in English and Spanish.
- Translation is offered through out any school committee (ELAC, PTA, SSC) and/or available when necessary or requested by a parent.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Drifill we value a strong family partnership. Drifill strives to cultivate an inclusive learning community where everyone is respected for their diverse perspectives, experiences, and cultural backgrounds. We believe positive connections and relationships with families and school staff directly impact student achievement.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

- During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B])
 - Parents receive three formal trimester grade notifications per school year, (November, March and June).
 - Parents also receive a trimester midpoint progress notification if the child is not making adequate progress.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Driffill participates in an on-going communication partnership between our parents and staff. The two-way communication is correlated in ways in which parents and staff can communicate with each other using various platforms: email communication, direct phone class, Canvas, school bulleting, Class DoJo, iPad communication etc.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Driffill school is constantly communicating and working with parents, guardians, and other stakeholders to extend capacity and advocacy throughout the year. The two-way communication includes email communication, voice messages, school website, direct phone calls, iPad and school bulletins.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



ELM STREET SCHOOL

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(805) 385-1533 Fax (805) 487-9961
Rosario V. Almanza, Principal
“Every Learner Matters”



Title I School-Level Parent and Family Engagement Policy Elm Street School December 2022

2.0 With approval from the local governing board, Elm Street School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

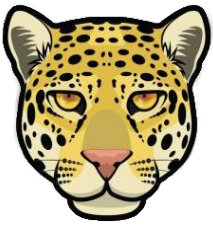
The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Elm Street School, the following practices have been established:

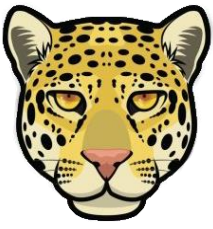
- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school’s participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school’s participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, School Site Council (SSC), English Language Advisory Committee (ELAC), PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.



- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Elm Street School holds an annual Title 1 meeting at Back to School Night.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, Coffee with the Principal etc. are regularly offered and Title funds will be utilized to provide training materials, refreshments, etc. (for in-person meetings/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Elm School holds an annual Title 1 meeting.
 - Timely information is shared through Class Dojo, Blackboard Connect Messages, written flyers with information, Back to School Night, ELAC, SSC, and PTA (English/Spanish for all activities).
 - Parent/teacher conferences for all students are offered after the first trimester, and as needed after the second trimester for those students not at grade level (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
 - Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary.
 - Posting of California School Accountability Report Card, annually, as required.
 - Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
 - The Elm Street School website provides information about the staff, classroom activities and parent resources.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.



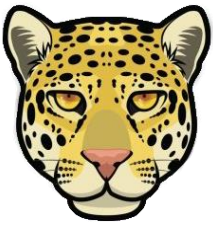
3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
 - If requested by parents, Elm Street School provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible.
 - Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
- Elm Street School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.



- Elm Street School posts links to all the content area standards for all students (in both English and Spanish), on our website.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent trainings, including parent workshops, SSC, ELAC, technology trainings, etc., are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.

c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

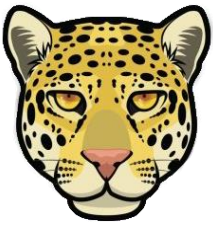
- Parent trainings, including parent workshops, SSC, ELAC, technology trainings, etc., are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Professional development for teachers and support staff throughout the school year.
- Parents are adequately represented on school/education partner groups including SSC, ELAC, and PTA.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent trainings, including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Elm Street School coordinates with parents/families to ensure that we have parent representation at all district committees including District English Language Advisory Committee (DELAC), Parent Advisory Committee (PAC), etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.



f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Elm Street School immediately provides translation for parents in person, online, or on the telephone.
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Elm Street School to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

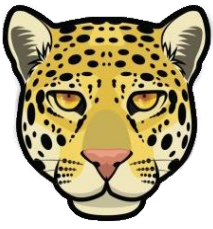
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

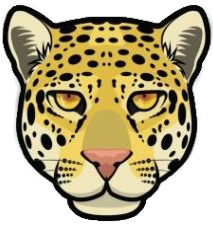
As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- At Elm Street School, this responsibility includes:
 - Providing parent information about intervention and enrichment opportunities.
 - Ensuring staff availability to work directly with parents to support students.



- Providing parent trainings on how to support students.
 - Ensuring ongoing regular communication with parents regarding their students' progress including progress reports, parent conferences, implementation of parent monitoring tools within CANVAS.
 - Creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the Fall and as needed.
 - Teachers also hold parent/teacher conferences in the Winter for struggling students
 - Families can also request conferences throughout the school year
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Elm Street School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Parent/Teacher conferences for all students are held in the Fall and as needed.
 - Families have access to grades on CANVAS.
 - Students receive Progress Reports throughout the year.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Elm St. School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, Class Dojo, and parent/teacher conferences.
 - Elm Street School parents are welcome to observe in classrooms with previous notification to the school.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Elm Street School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes phone calls, email communication, Class Dojo, voice messages, Elm Street School website, our district website, and through our student applications on iPads.



**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



R.J. FRANK



ACADEMY OF MARINE
SCIENCE & ENGINEERING

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Title I School-Level Parent and Family Engagement Policy R.J. Frank Academy

2021-2022

- 2.0 With approval from the local governing board, R.J. Frank Academy has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC) The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at R.J. Frank Academy, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).
- Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.

- Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- R. J. Frank Academy holds an annual Title 1 meeting.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc. for parent trainings/meetings (for in-person meeting/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - R. J. Frank Academy holds an annual Title 1 meeting.
 - Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
 - Parent/Teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
 - Parent/Teacher conferences for all students are offered in the Fall, and as needed in the Spring trimester. Parent/Teacher conferences are also scheduled as necessary.
 - Posting of the California School Accountability Report Card is completed annually, as required.
 - R.J. Frank Academy posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish).
 - Report Cards are sent home three times a year with information on academic progress and standards achieved in the classroom.
 - Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
 - Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
 - If requested by parents, R. J. Frank Academy provides opportunities at regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and responses to any such suggestions are provided as soon as practicably possible. Meetings can include IEPs, SSTs, and 504 Meetings.
 - Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
 - R. J. Frank Academy will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).
 - Parents may provide input to SSC through ELAC, SSC meetings themselves, or other opportunities to meet with administration. SSC responds to questions or concerns brought up by the ELAC after each meeting.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their children through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - R. J. Frank Academy posts links to all the content area standards for all students (in both English and Spanish), on the website.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings are offered throughout the school year, which include School Site Council, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/educational partner groups at the site and district level including SSC, PTA, ELAC, DELAC and the Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - R. J. Frank Academy coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District (OSD) Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Every year, the R. J. Frank Showcase Night highlights all the electives and special programs for the community.
 - R. J. Frank Academy immediately provides translation for parents in person, online, or on the telephone.

- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

The school, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.
- R. J. Frank Academy posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - R. J. Frank Academy meets all the Williams Act requirements to ensure all students have district adopted curriculum and a one-to-one iPad to ensure access to core curriculum with rigor. Teachers receive training in newly adopted curriculum and professional development in best practices. Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet. This information will include, School Parent Involvement Policy, Parent/Student Handbook, Volunteer Applications/Information, Assessment Information, and Curriculum Descriptions for English Language Arts and Math and other content areas. The school's web site provides information about the staff, classroom activities and parent resources, including the school calendar. In addition, a brochure is distributed for each grade level describing which standards will be taught for the year.
 - If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed.
 - Parents/community members will be given timely responses to any concerns and suggestions.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - R. J. Frank Academy sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - R. J. Frank Academy sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - R. J. Frank Academy regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - R. J. Frank Academy parents are welcome to observe in classrooms with previous notification to the school.
 - Parents may volunteer at school after they are fingerprinted and cleared through the District Office.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - R. J. Frank Academy regularly communicates with parents, guardians, and educational partners in an ongoing manner throughout the year. This communication includes video bulletins (when applicable), email communication, voice messages, text messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Title I School-Level Parent and Family
Engagement Policy
Fremont Academy of Environmental
Science and Innovative Design
2022-2023



2.0 With approval from the local governing board, Fremont Academy has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

Fremont Academy provides parents with a welcoming environment for them to be engaged in a productive way for the academic and social emotional health of their child. Our English Learner Advisory Committee (ELAC) and School Site Council (SSC) groups involve parents with the decision making at our school. During the first ELAC meeting each year, the ELAC members create a parent needs assessment and it is sent to all parents. We use responses to plan workshops around their needs. Our PTA works with our community for fundraising opportunities.

The school has distributed the policy to parents and family members through our school website, Blackboard Connect emails and phone messages directing parents to the school website.

21 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Fremont Academy, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

We provide Title I program information during Back to School Night. We also send blackboard connect messages to distribute ELAC, SSC, and PTA information.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

We have open question and answer parent forum meetings where parents may ask questions. Days and times of meetings are scheduled based on parent request and need as indicated in the Parents Needs Assessment.

Regular meetings include SSC and ELAC.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Title I funds and Title I funded programs are reviewed with ELAC and SSC throughout the year. SSC and ELAC review the engagement policy and provide feedback, annually. SSC approved the policy.

- d) Fremont provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

Information is distributed to families during our Back to School Night.

SSC regularly monitors Title I funding and the programs supported by those funds at regular SSC meetings throughout the year.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

Teachers provide this information during Back to School Night. Student progress reports are sent home three times a year and trimester grades are also sent three times a year. State test results are available through Parent Connect and also placed in students' cum folders. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents participate in IEP, SST and 504 meetings where they are direct partners in the decision making concerning their child. Additionally, our counselors work with our criteria 2 students to discuss strategies to increase success and social-emotional well-being.

Parents are part of the decision making process through development of the SPSA through ELAC and SSC.

- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

Fremont will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

Parents may provide input to SSC through ELAC. Responses will be made available through those meetings.

22 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Teachers conference with parents after the first trimester and discuss these components. During IEPs, SSTs, and 504s, these assessments may be discussed. English learners continue to be monitored for 4 years after reclassification. The Elevations program is used to keep track of the 4-year period.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

At Fremont, we offer an internet safety discussion for parents so they can be more educated on how to support their child's safe use of the internet. We also participate in Project 2 Inspire which gives our parents some practical tools on how to help their child be successful. We will provide parent workshops that support with parenting skills; such as The New Dawn, VCBH Mental Health, OPD gang-related/drug related presentations, Daughter-Mother, Parent project, and PIQUE, based on results from our parent needs assessment.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Professional development is provided through curriculum trainings and SIP days throughout the year.

Teachers use common applications and message delivery systems to communicate with parents, such as Canvas, email, and phone calls. Training is provided on the use of Canvas as a communication tool.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

To ensure that our parents feel connected to our school, we offer programs for parents. Some of those programs are Project 2 Inspire, The New Dawn, VCBH Mental Health, Parent Project and PIQUE. These groups meet periodically. We are also planning on adding parent meeting nights for Q and A with administration and counselors, so that parents can have access to the leadership team. As a metric to determine effectiveness of parent engagement we will utilize the parent survey portion of the district's Panorama program. We also gave parents a beginning of the year parent needs assessment through ELAC and will do an end of the year post assessment.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

We send Parent Connect phone messages, emails, texts, flyers and post information on our school website in multiple languages.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

Every year we also have our Fremont Academy showcase night where we highlight all of our electives and special programs for the community.

23 Accessibility

Fremont Academy, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

Flyers and all parent communication are distributed in English and Spanish through multiple modes, such as, distribution on school website, parent phone calls, emails and text messages.

Translation is provided in Spanish, when necessary, for informal and formal communication and at meetings.

24 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Fremont Academy meets all the Williams Act requirements to ensure all students have district adopted curriculum and a one-to-one iPad to ensure access to core curriculum with rigor. Teachers receive training in newly adopted curriculum and professional development in best practices. Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet. This information is included in the following: School Parent Involvement Policy, Parent/Student Handbook, Volunteer Applications/Information, Assessment Information, and Curriculum Descriptions for English Language Arts and Math and other content areas. The school's web site provides information

about the staff, classroom activities and parent resources, including the school calendar. In addition, a brochure is distributed for each grade level describing which standards will be taught for the year.

If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed. Parents/community members will be given timely responses to any concerns and suggestions.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

At Fremont Academy, parent conferences are held two times a year; one in the fall and one in the spring we have two parent conferences; in the fall and spring.

Items included in the Compact are addressed during conferences and ELAC and SSC meetings.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Student progress reports are sent three times a year and trimester grades are also sent three times a year. State test results are available through Parent Connect and also placed in students' cum folders.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Parents may participate in their child's class after they are fingerprinted and cleared through the district office.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Our bilingual staff calls and holds meetings with parents in their primary language when applicable. Monolingual teachers are provided with the support of a bilingual staff member to translate, when applicable.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Harrington School
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Title I School-Level Parent and Family Engagement Policy Harrington School 2022-2023

2.0 With approval from the local governing board, Harrington School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through our school website, Blackboard Connect messages and text messages. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

At Harrington we provide parents with a warm welcoming for the parents to engage in their child's academic and social emotional wellbeing. At the start of the year, Harrington holds ELAC and SSC committees to ensure that parents are able to be part of the decision making. Our ELAC creates a needs assessment. This is sent home and the responses allows us to work together, as a school, to plan workshop and parent nights to meet the needs of parents and students.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Harrington School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Once a year Harrington School will hold a Back-to-School Night. The principal will present information about parents' participation in the Title I

program, explain the requirements of Title I, and parents' rights to be involved. Elections for committees are held, as necessary.

- The school will also send Blackboard Connect messages to distribute ELAC, SSC, and PTA information.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, childcare, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
- Data from the Parent Needs Assessment will be reviewed to make a schedule of meetings based on parent availability.
 - Title I funds are utilized to provide a variety of parent education opportunities for parents and provide translation to encourage parents to participate in the school.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Harrington holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
 - Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, SPED meetings, etc. are regularly offered and Title funds will be utilized to provide training, materials, refreshments, etc. (for in-person meetings/trainings).
 - At Harrington, ELAC and SSC will review the policy and provide feedback every year about the effectiveness of the implemented family engagement activities, and adjustments will be made accordingly.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - The information will be distributed at our back-to-school night.
 - Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities and Mixteco as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Teachers provide curriculum information during Back-to-School Night at the beginning of the year.
 - Student trimester grades are also sent three times a year.
 - State test results are made available through Parent Connect and placed in students cum folders.
 - Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester. (Translation available as needed)
 - Posting of the California School Accountability Report Card is completed annually, as required.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.
3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
 - Parents participate in IEP, SST, 504, parent conferences, ELAC and SSC meetings where they are direct partners in decision making concerning their child.
 - Our counselor works with our criteria 2 students on academics and social emotional well -being to discuss strategies to increase success in both academic and social emotional areas.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
- Parents can provide input at ELAC and SSC meetings. Both committees will respond to their questions.
 - Harrington will submit, as soon as practicably possible, all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the

requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Student achievement expectations and results will be explained and discussed at ELAC and SSC meetings.
 - State standards for the grade level will be reviewed at parent/teacher conferences.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or when requested by parents throughout the school year.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- At Harrington, Parent Nights are presented by teachers, the ORC, school counselor, and Principal. The topics focus on the social emotional and academic needs of students, including how to help with homework and how to log on to and navigate CANVAS.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- At Harrington professional development is provided through SIP days and training throughout the year. For example, teachers share research-based engagement activities that have a direct impact on student outcomes.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- At Harrington we have CDR- Mary Crawford Preschool, CDI- Harrington Preschool, and CAPLSO Preschool we work directly with. We also work with ELAC and SSC throughout the year.
 - Parent training including parent workshops, SSC, ELAC and technology trainings are offered throughout the school year. We have a Parent Night where the preschool parents are invited to visit the school before their children enter kindergarten.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- Harrington School sends Parent Connect phone messages, emails, texts, flyers and posts information on our school website. All communication is in English and Spanish.
 - Translation is offered in all meetings, such as, SSC, ELAC, and PTA.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Harrington provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participated in parent workshops and trainings. At these meetings, parents are asked for suggestions about future meetings.

2.3 Accessibility

Harrington, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- Parent communication is distributed in English and Spanish. This communication includes phone calls, emails, text messages and information posted on our school web page. All information given to our parents is translated. We also translate for our SSC and ELAC. Mixteco translation is arranged through the Oxnard School District.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- At Harrington School we provide high quality instruction in a supportive and meaningful environment. Students served under Title 1 strive to meet the statewide academic grade level content standards.
 - The school informs parents about intervention and enrichment opportunities.
 - The staff works directly with the parents to support student learning. Staff will hold training for the parents on how to support their child at home.
 - We continue the communication throughout the year through progress reports and parent conferences. We create a positive school climate through the implementation of CHAMPS and PBIS programs to create a safe and nurturing school and classroom environment that is conducive to learning.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - At Harrington, parent conferences are held in the fall for all students and in the spring, as needed. Parents may request a conference at any time.
 - The Compact is reviewed with parents on our Back to School Night in September.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Grade notifications go out three times a year in November, March, and June.
 - Parents have access to view grades via CANVAS.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Harrington will welcome parents to observe or volunteer in the classroom with previous notification to the school.
 - We also communicate with parents in a variety of ways which include email, phone communication, and parent/teacher conferences.
 - Parents are informed of the district's volunteer policy on Back to School Night, PTA, ELAC and SSC meetings.
 - At the end of the year, parent volunteers will be recognized with a certificate.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

- Harrington School communicates with parents on a regular basis through emails, voices messages, district webpage, and text messages. Parents are given the opportunity to provide input through PTA, SSC, and ELAC meetings.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I School-Level Parent and Family Engagement Policy

Kamala School

Nov 11, 2022

2.0 With approval from the local governing board, Kamala School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. [The plan is reviewed by parent committees, including school site council \(SSC\) and the English Learner Advisory Committee \(ELAC\).](#) The school has distributed the policy to parents and family members of children served under Title I, Part A. [At the start of the year, students receive the policy as part of a back to school packet.](#) (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Kamala School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

[The meeting takes place as part of our annual Back to School Night, and over 300 parents attend. Parents are informed of their school's participation in the Title I program, the requirements of Title I are explained, as are the rights of parents to be involved. Elections for committees are held, as necessary.](#)

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

[Our ELAC meetings take place in the morning, while SSC, PTA, and "Cafe con Nosotros" meetings take place in the evening. Childcare is available if needed. Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.](#)

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

[The School Site Council meets at least six times during the year. The parent engagement plan is reviewed annually during one of these meetings. Title funds and activities are reviewed at School Site Council meetings throughout the school year](#)

and adjustments are made based upon available data/information regarding effectiveness of activities. Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.

- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
A meeting about Title I is held during Back to School Night. Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
At Back to School night, “Cafe con nosotros,” and at SSC and ELAC meetings, student achievement data is presented with an opportunity for questions from parents. Information about district-adopted curriculum is also shared. Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Each ELAC meeting and “Cafe con nosotros” includes time for parents to make suggestions and share concerns. If parents email or call the school requesting to speak with an administrator, their call is returned within one school day. SSC and ELAC members also have opportunities to participate in decision making which affects students.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
Kamala will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information, parent education meetings and regular meetings such as, ELAC and Cafe Con Nosotros. Additionally, our counselors and ORC work directly with parents as needed.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
Parent trainings are offered throughout the school year, which include SSC, ELAC, Café con nosotros, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
These topics are communicated with staff during staff meetings and other professional development opportunities.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
Kamala hosts a Healthy Start Counselor on campus, and will begin partnering with First 5 California in January 2023, to provide additional services on campus. The counselors regularly connect parents with federal, state, or local services based on need.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
All materials are provided in English and Spanish. The school utilizes Mixteco translators employed by the district, as needed. Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Parents with additional needs are encouraged to contact to the school office.

2.3 Accessibility

Kamala School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

All meetings are held in both English and Spanish. Any parent needing accommodations during a meeting, including accommodations needed due to a disability, should contact the front office for assistance. All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in

decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Kamala School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
Conferences are held in November and February for all students.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
Teachers update parents on progress regularly. Report cards are provided at the end of each trimester (November, March and June). Middle school grades are posted each trimester, and parents receive advanced notice if their child is earning a D or F.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
Parents are encouraged to complete a district volunteer form, so they can assist in the classroom, chaperone field trips, or provide other volunteer services.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
All written communications are provided in English and Spanish. Recorded messages from the school are in English and Spanish. All members of the office staff are bilingual in English and Spanish. The school utilizes Mixteco translators employed by the district as needed.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I School-Level Parent and Family Engagement Policy

Lemonwood TK-8 School

December 12, 2022

2.0 With approval from the local governing board, Lemonwood School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC) The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Lemonwood School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year, including SSC and ELAC.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.

- Virtual meeting and informational videos are sent out to parents via text and posted on Lemonwood School Website.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Lemonwood School holds an annual Title 1 meeting.
 - Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent trainings are regularly offered and Title funds will be utilized to provide training, refreshments, etc.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. §6318[c][4][A])
 - Lemonwood School holds an annual Title 1 meeting.
 - Timely information through parent emails, Back to School Night, weekly video bulletins, ELAC, SSC, and PTA (English/Spanish for all activities).
 - Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings regularly where student achievement is presented with an opportunity for questions from parents.
 - Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
 - Posting of California School Accountability Report Card annually, as required.
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
 - If requested by parents, Lemonwood provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in

decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible

- Through informal requests for parent meetings, Back to School Night, and other parent training opportunities

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. §6318[c][5])

- Lemonwood School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. §6318[e][1])

- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at parent/teacher conferences.
- Student achievement expectations and results will be discussed at ELAC and SSC meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.
- Lemonwood School posts links to all the content area standards for all students (in both English and Spanish), on our website.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. §6318[e][2])

- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/educational partner groups including SSC, ELAC and PTA.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
 - Lemonwood School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. §6318[e][5])
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. §6318[e][14])
- Lemonwood School immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Lemonwood K-8 School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Lemonwood School posts on our website links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - Lemonwood School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.
 - Lemonwood School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Lemonwood School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Lemonwood School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Lemonwood School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - Lemonwood School parents are welcome to observe in classrooms with previous notification to the school.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Lemonwood School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, voice messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Dr. Manuel M. Lopez Academy

of ARTS & SCIENCES

Title I School-Level Parent and Family Engagement Policy

Dr. Manuel M. Lopez Academy

AUGUST 2022

2.0 With approval from the local governing board, Lopez Academy has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A, through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Dr. Manuel M. Lopez Academy, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
- The requirements of Title I are explained.
- The right of parents to be involved is explained.
- Election of parents to advisory committees occurs, as needed.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

- Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, school site council, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Lopez holds an annual Title 1 meeting.
 - Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc for parent trainings/meetings.
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SCC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Lopez Academy holds an annual Title 1 meeting.
 - Timely information is shared through parent emails, Back to School Night, weekly video bulletins, ELAC Committee, SSC, and PTA (English/Spanish for all activities).
 - Parent/teacher conferences for all students are held after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.

- Parent/Teacher conferences for all students are held in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Posting of the California School Accountability Report Card, annually, as required.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.
- Lopez Academy posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- If requested by parents, Lopez provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and responses to any such suggestions are provided as soon as practicably possible.
- Informal requests for parent meetings, opportunities at Back to School Night, and other parent training opportunities are offered.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Lopez will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents are provided assistance in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings
 - Parent/teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.
 - State standards for the grade level are reviewed at parent/teacher conferences.
 - Student achievement expectations and results are explained at ELAC and SSC meetings.
 - Student achievement and opportunities for students are discussed at Back to School Night.
 - Lopez Academy posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).
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- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/education partner groups including SSC, ELAC, and PTA.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent trainings including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
 - Lopez coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Lopez immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Dr. Manuel M. Lopez Academy, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.

- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Lopez Academy posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

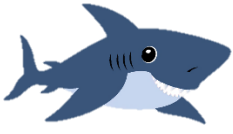
- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Lopez Academy, this responsibility includes providing parent information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent trainings on how to support students, and ensuring ongoing regular communication with parents regarding their students progress, including progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
 - Lopez Academy posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Lopez Academy sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Lopez Academy sends progress reports to students at the midpoint of each trimester notifying parents if their child is not making adequate progress academically (as measured by class marks).
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Lopez Academy regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - Lopez Academy parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Lopez Academy regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, voice messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Title I School-Level Parent and Family Engagement Policy Marina West Elementary School



November 30, 2022

2.0 With approval from the local governing board, Marina West Elementary School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Marina West Elementary School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, such as Back to School Night to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

At Marina West, our Back to School Night functions as our annual Title I meeting. We:

- Inform parents of their school's participation in the Title I program
 - Explain the requirements of Title I
 - Explain the right of parents to be involved
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year (Examples: SSC, ELAC, Coffee with Principal, Coffee with ORC and Counselor).
 - Parent meetings are held at different days/times to accommodate parent availability. We have some meetings in the mornings, some after school and some in the evening.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate
 - A variety of different parent education activities are offered throughout the school year (Examples: Family literacy and STEAM nights, Canvas trainings, Coffee with the Principal, Coffee with the ORC and Counselor, report cards, community and school resources.)
 - Virtual meeting and informational videos are sent out to parents via text and posted on the Marina West website (Examples: Welcome messages, safety videos, principal's message, ELAC and DELAC information.)
 - Childcare is offered for parents who require it in order to attend meetings
 - Home visits are conducted to provide an additional opportunity for the school to speak with parents/family to better support students with needs

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Marina West Elementary School holds an annual Title 1 meeting during Back to School Night.
 - Title funds and activities are reviewed at School Site Council meetings, with input from ELAC, throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students in which to participate, in order to support student achievement
 - Parent trainings are regularly offered and supported by Title funds (training costs, materials and supplies, etc).
 - The Parent and Family Engagement Policy is reviewed with ELAC and participants provide input. SSC also provides input, takes ELAC input into consideration and approves the Policy.
- d) The Parent and Family Engagement Policy is reviewed by ELAC and SSC annually to collect feedback on the effectiveness of the included activities:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

At Marina West:

- The annual Title 1 meeting is done through Back to School Night.
- Timely information is provided through parent emails, on the school website, Back to School Night, weekly video bulletins, Black Board Connect, English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent Teacher Association (PTA). Information is provided in English/Spanish for all activities.
- Parent/teacher conferences for all students are conducted in the first trimester, and as needed in the second and third trimesters, with translation available as needed.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

At Marina West:

- Student achievement information is presented at ELAC, SSC, Back to School Night and other meetings with an opportunity for parents to ask questions.
- Parent/Teacher conferences for all students are held in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Trimesterly grade reports are distributed at the conclusion of each trimester.
- State test results (ELPAC and CAASPP) are made available through Parent Connect or hard copies are printed by request.
- Posting of the California School Accountability Report Card is completed annually as required. It is posted and hard copies are made available upon request.
- Information about district adopted curriculum is shared at Back to School night, parent/teacher conferences and at other parent meetings.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

At Marina West:

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- Parents have opportunities to formulate suggestions in decisions relating to the education of children through regular meetings, such as: SSC, ELAC, Coffee with Principal, and Coffee with ORC and Counselor.
- Other meetings available to parents are: Individualized Education Program (IEP) meetings, Coordinated Services Team (CST) meetings, Student Success Team (SST), and Section 504 meetings.
- Informal requests for parent meetings, Back to School Night, and other parent training opportunities are available.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Marina West School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)
- Areas that need improvement will be addressed through the site SPSA Input will be gathered from stakeholder groups

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

At Marina West:

- Parents will be assisted in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Parent meetings such as IEP, Section 504, CST and SST meetings will be held.
- Parent/teacher conferences for all students will be held in the fall, and as necessary, or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at parent/teacher conferences.
- Student achievement expectations and results will be explained at ELAC and SSC meetings
- Student achievement and opportunities for students will be discussed at Back to School Night
- Links to content standards for all students and all content areas (in both English and Spanish) are posted on the website.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist (Examples: STEAM nights, parent family nights, Canvas apps training, Reading tips, reclassification, cyber safety)
- c) The school educates teachers, specialized instructional support personnel, principals and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- To strengthen the relationship between parents and the school, the school will offer parent trainings, workshops, and other ways to encourage parent participation throughout the school year as coordinated by the school administration, counselors, and outreach specialist (Examples: Parent committees, parent trainings and educational meetings, Canvas class page, frequent contact with parents to share progress)
 - Professional development for teachers and support staff are offered throughout the school year (Examples: Effective ways to communicate with parents, ways parents can support students at home)
 - Parents are adequately represented on school/stakeholder groups including SSC, PTA, and ELAC.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- There are many opportunities for parents to be involved at Marina West. Examples of events sponsored at Marina West:
Books and Blankets, Spring Fling Student Art Show, Book Fair, Author's Faire, Cookies and Milk with Santa and multi-grade level Family Nights throughout the year.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- School communications include: website, school twitter account, Blackboard Connect messages in English and Spanish, Google voice numbers
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Marina West provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions for topics of interest to guide future agenda items (Examples: cyber safety, school safety)

2.3 Accessibility

Marina West Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, phone, and pictures, are sent home in both English and Spanish (website, school twitter account, Blackboard Connect messages in English and Spanish, Google voice number)
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District Mixteco translators.
- Marina West Elementary School posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish)

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part, a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

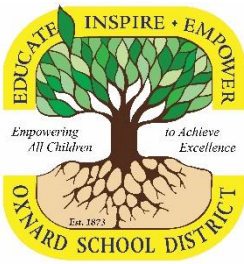
At Marina West:

- Our focus is to provide high-quality curriculum and instruction. We engage in standards-based instruction and use school board adopted curriculum. We monitor student outcomes through regular data collection and have ongoing, grade level collaboration on a weekly basis.
 - We encourage parents to become partners in their child's learning by providing a place and time for homework, attending meetings such as Back-to-School Night and Parent-Teacher conferences, frequent home-school communication, and promoting literacy at home and talking with their child every day about his/her activities.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/teacher conferences for all students will be held in the fall and as necessary or requested by parents throughout the school year to discuss student achievement and agreements of the compact.

2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B])
 - Marina West Elementary School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Marina West regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - Marina West parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Marina West Elementary School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year, in a language they can understand. This communication includes video bulletins, email communication, voice messages, school and district website, through student applications on iPads, and through school sponsored social media platforms. Families have an opportunity to provide input and feedback at meetings, parent conferences, classroom communication folders sent home for parent review and comment, phone calls, email and Canvas.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Thurgood Marshall K-8 School
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Title I School-Level Parent and Family Engagement Policy
Thurgood Marshall School
December 2022

2.0 With approval from the local governing board, Thurgood Marshall School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Marshall School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, School Site Council (SSC), English Learner Advisory Committee (ELAC), PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Marshall holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
- Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc. (for in-person meeting/trainings).
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Marshall holds regular Title 1 meetings.
- Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
- Parent/teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are offered in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the year.
- Posting of the California School Accountability Report Card is completed annually, as required.
- Marshall School posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).
- Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Marshall, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committees such as ELAC, SSC, and PTA.

- If requested by parents, Marshall provides opportunities during regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their children, and will respond to any such suggestions as soon as practicably possible.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Marshall will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at parent/teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Marshall School posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/educational partner groups at the site and district level including SSC, ELAC, DELAC, PTA and the Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Marshall coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators, as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Marshall immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.
 - Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

2.3 Accessibility

Thurgood Marshall School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.

- Marshall School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - Marshall School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.
 - Marshall School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent/Teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.

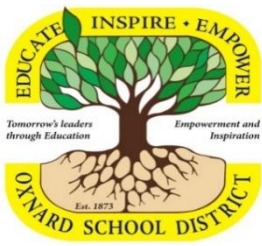
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Marshall School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Marshall School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.

 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Marshall School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including Parentlink, LMS Canvas, email, phone communication, Parent/Teacher conferences, and other school approved platforms (such as ClassDojo and Remind apps).
 - Marshall School parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Marshall School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



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Title I School-Level Parent and Family Engagement Policy

Christa McAuliffe School

School Year 2022-23

2.0 With approval from the local governing board, McAuliffe Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through our website, communication via parent newsletter, and directly to our parents and student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at McAuliffe Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

The annual Title 1 meeting takes place at Back to School night where all parents are invited to attend and encouraged to attend. The meeting informs parents and family members of McAuliffe's participation in the Title 1 program and the requirements are explained.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

McAuliffe offers all meetings to meet the needs of the participants. Meetings are held in the morning, after school and in the evening. Parents are also invited to attend in-person, but may choose to attend via Zoom.

Meetings offer child-care if needed. Typically, paraeducators and/or campus supervisors supervise child care during meetings.

Home visits are conducted as needed to meet family needs and provide resources.

There are a variety of meetings that are offered to parents that range from: School Site Council (SSC), English Learner Advisory Committee (ELAC), Coffee with the Principal, PTA, STEAM night, Parent-Teacher conferences, Parent info nights, Math Night, Literacy night, and many more. The intent of the variety of meetings are to provide a range of services and to meet parent needs. Here, at McAuliffe School, we value the partnership between the school and community.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

McAuliffe holds an annual Title 1 meeting via Back to School Night to inform the community of Title 1.

Title 1 funds are reviewed at School Site Council Meetings throughout the school year. SSC meetings are held 6 times a year. In addition, ELAC reviews and is provided an opportunity for input on Title 1 and Title 3 funding decisions.

Title 1 funds, as well as the McAuliffe budget are reviewed by the Leadership team at the school.

The Parent and Family Engagement Policy is reviewed at ELAC and participants provide input. In addition, the Parent and Family Engagement policy is reviewed by SSC. SSC provides input, takes ELAC suggestions into consideration, and gives final approval.

At the school site, The Parent and Family Engagement Policy is reviewed by the Leadership team and by the ORC and Counselor.

- d) The school provides parents of participating children with the following:

- 1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

McAuliffe holds an annual Title 1 meeting via Back to School Night at the beginning of the school year to inform the community of Title 1.

Communication about the Title 1 program and Back to School Night is timely through; Weekly Announcements from the Principal sent via Blackboard Connect, Weekly Announcements posted on the School Website, Social Media, Teacher Communication Platforms (ie. Class Dojo, Remind, Canvas), PeachJar, Monthly Newsletters by the ORC/Counselor.

In addition, a video is recorded of the presentation with Title 1 information. The video is posted on the school website.

- 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

School-wide:

- Advisory Meetings, such as ELAC and SSC, where curriculum is explained and academic assessment data is reviewed.

- Posting of California School Accountability Report Card annually, as required.
- Coffee with the Principal Meetings where curriculum is reviewed, as well as academic assessment data.
- Monthly ORC/Counselor newsletter with reference to SEL and Panorama data.
- Math Night and Literacy Night where curriculum is reviewed.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

Classroom:

- Parent/Teacher conferences for all students in the fall, and as needed in the Spring Trimester. Parent/Teacher conferences are also scheduled as necessary.
- Report cards sent home three times a year – at the end of each trimester.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA. Other meeting opportunities for parents to formulate suggestions in decisions relating to the education of their children:

- Coffee with the Principal
- School Site Council
- ELAC
- PTA
- IEPs, SSTs, 504's
- Per parent request

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

McAuliffe will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District). In addition, parents have the opportunity to submit a Uniform Complaint Procedure form via the Oxnard School District website.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school

and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

At parent/teacher conferences, teachers are explaining topics such as the CA academic standards, the local (STAR) assessment, and the student's progress.

Report cards encompass how individual students are performing based on CA state standards.

School-wide achievement data through State and Local assessments are presented at; Back to School Night, ELAC, SSC, and Coffee with the Principal.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Coffee with the Principal provides parents with materials and trainings to help parents work with their children to improve student achievement. Topics addressed include; attendance, reading at home, HW strategies, and much more.

The ORC continually provides parents with materials and resources to help and support parents. The ORC presents information at meetings, attends events sets up an area to provide information, posts all updated info on the website, and contacts individual families to meet family needs.

During Math Night and Literacy night, parents are provided materials and resources to help improve the achievement of their child(ren).

IEPs, SSTs, and 504s, provide an action plan for the student to progress and also serves as a platform to discuss ways to improve the child's achievement.

During SSC and ELAC meetings, topics and trainings are discussed to help support parents based on need.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

The staff at McAuliffe continues to reiterate the theme with families that the partnership between the school and families is vital to student success. Programs have been implemented to build ties between parents and the school:

- STEAM Night
- Back to School Night
- Math Night
- Literacy Night
- Grandparents day at the book fair

- Kinder Reading on the Lawn
- Student of the Month Assemblies including Reclassification awards, and AR Assemblies
- Field Day
- Logrando Bienestar- Health Mind, Healthy Body Workshops
- Halloween Parade
- Read Across America Week
- 5th Grade Promotion

In addition, parents are invited to volunteer in the classroom and supervise field trips.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement activities and programs to support parents in fully participating in the education of their children include:

- Resources supported by ORC.
 - o The ORC presents at meetings such as ELAC, SSC, and Coffee with the Principal. The ORC presents on topics such as reading at home, homework strategies, attendance, and time management.
 - o Frequent communication and resources for student groups such as English Learners, McKinney-Vento, Foster, and low-socioeconomic.
 - o Resources and information available during school events such as STEAM night, Math Night, Literacy Night, Back to School Night.
- Math Night and Literacy Night for families to learn about the curriculum and learn strategies to support learning at home.
- ELAC and Coffee with the Principal frequently address topics to support parents in participating in their child's education.
- Every week parents are notified through the Weekly Announcements that they can volunteer in the classroom or during field trips.
- Monthly Kinder Reading on the Lawn to encourage families to read with their children.
- Celebrations such as Student of the Month, AR assemblies, and Reclassification where the message is communicated about the value of the partnership between the families and the school.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

School communications, including print, video, and pictures, are sent home in both English and Spanish.

Translation is offered for all meetings.

Spanish translation is immediately available when necessary for a parent.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

(See all parental involvement activities listed under “d” of this section)

In addition, meetings will be held by parent request.

2.3 Accessibility

McAuliffe School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

School communications, including print, video, and pictures, are sent home in both English and Spanish

Translation is offered for all committee meetings including SSC, ELAC, etc.

Spanish translation is immediately available when necessary for a parent.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state’s high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children’s learning; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

At McAuliffe school, we understand that a supportive and effective learning environment is a pillar of academic success. This type of learning environment is provided through three characteristics; safety, student culture and teacher culture. First, our safety plan is outlined in the Comprehensive School Safety Plan. This plan explains our measures for disasters, our policy on student behavior and classroom management. Second, our goal with student culture is to create a sense of belonging and joy when students are on campus. Different ways we accomplish this is through student of the month assemblies, challenge of the month, extracurricular activities, and Reading Buddies. Lastly, teacher morale is the key to teacher

culture. Teachers are provided PD to continue their learning, participate in team bonding activities weekly, and collaborate weekly.

High quality curriculum and instruction is delivered by certificated professional teachers who teach the California state standards with high expectations.

Parents are communicated all the ways in which they are responsible for supporting their children's learning. Communication takes place via:

- State assessment results sent via Q
- Local assessment results communicated by the teacher through parent-teacher conferences.
- Progress toward grade level California State standards demonstrated through report cards
- Parent-Teacher conferences and regular communication.

Parents are notified of the process to volunteer in the classroom on a weekly basis through the Weekly Announcements. District protocols must be followed.

Input and decisions by families related to the education of their children and positive use of extracurricular is welcome. Families have an opportunity to give input at SSC, ELAC, Coffee with the Principal in more formal settings. Other input is encouraged through parent conferences, parent-request meetings and informal conversations.

Parent input has been taken into account as the following extracurriculars have been instituted due to parent encouragement; after school sports, the continuation of Parker Anderson Enrichment classes, and the 4th/5th grade leadership team.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

McAuliffe Teachers hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year.

The school compact is sent home in "Beginning of the Year" packets to all students. Students, families, and teachers are required to sign and return them to school.

The compact is reviewed annually and revised as needed by SSC and ELAC.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

McAuliffe sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

During the weekly announcements, the community is informed of ways to volunteer and observe on campus. A protocol is followed and parents are encouraged to volunteer/observe.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Communication to families includes:

- Weekly announcements
- Regular meetings (ELAC, SSC, Coffee with the Principal)
- Blackboard connect messages (phone, email, text)
- Social Media
- PeachJar
- Teacher communication platforms: Canvas, Dojo, Remind
- Parent conferences
- Meetings at parent request.

All meetings are held in a language that family members can understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Emilie Ritchen Elementary School

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Title I School-Level Parent and Family Engagement Policy

Emilie Ritchen Elementary

Last updated at 10 am on 11/29/22

- 2.0 With approval from the local governing board, [Ritchen Elementary School](#) has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The school has also distributed this policy to parents and family members of children served under Title I, Part A. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

The involvement of parents and community members is an essential component of nurturing students. Every effort to invite and consider parent and community input was made to ensure the success of our students. At ELAC, SSC and PTA meetings, this policy was shared and reviewed. The policy is also posted on our website and sent home to all parents at the beginning of the year.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Ritchen, the following practices have been established:

a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

- Title I parent information meetings are held annually at back to school night.
 - Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
- Election of parents to advisory committees occurs, as needed.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

- PTA, SSC and ELAC meetings along with parent information and training meetings will be held both during the school and in the evenings.
 - Parent meetings are held regularly throughout the school year.
 - Parent workshops.
 - Parent tech trainings.
 - Parent meetings are held at different days/times to accommodate parent availability.
- Title I funds are utilized to provide parent educational opportunities for parents and provide translation to encourage parents to participate.
- A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

- Ritchen holds an annual Title 1 meeting during Back to School night.
- Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title 1 funds will be utilized to provide training, refreshments, etc. for parent trainings/meetings.
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]).

- This occurs at our SSC and ELAC meetings.
- Ritchen holds an annual Title 1 meeting.
- Timely information is shared through parent emails, phone calls, flyers, Back to School Night, video bulletins, ELAC, SSC, and PTA (English/Spanish for all activities).
- Parent/teacher conferences for all students are held after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B]).

- This also occurs throughout the school year, as needed, during our parent conferences, ELAC and SSC meetings.
- Parent/Teacher conferences for all students are held, in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Posting of California School Accountability Report Card is done annually, as required.
- Ritchen parents receive a parent/student handbook (in both English and Spanish).
- The Ritchen website provides information about the staff, classroom activities and parent resources.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]).

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- If requested by parents, Ritchen provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and to provide responses to any such suggestions, as soon as practicably possible.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]).

- The school immediately submits all written documentation of parent comments that reflect the program is not satisfactory.
- Concerns are addressed throughout the school year as needed during our parent conferences, ELAC and SSC meetings.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1]).

- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at Parent/Teacher conferences.
- Student achievement expectations and results will be discussed at ELAC and SSC meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2]).

- This occurs throughout the school year during our parent conferences, ELAC, SSC meetings and parent informational and education meetings.
- Parent training opportunities, which include parent workshops, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.

c) The school educates teachers, specialized instructional support personnel, principals, other school leaders, and other staff, [MB3] with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3]). This occurs throughout the school year as during our parent conferences, ELAC, SSC meetings and parent informational meetings.

- Parent informational meetings and trainings are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist. These include:
 - Parent workshops and trainings
 - School Site Council
 - ELAC
 - Technology trainings
 - Video bulletins posted on our school website
- Professional development for teachers and support staff are provided throughout the school year.
- Parents are adequately represented on school/stakeholder groups including SSC, PTA, and ELAC.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4]).

- This occurs throughout the school year, during our parent conferences, ELAC, SSC meetings and parent informational meetings.
- Parent trainings, including parent workshops, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Ritchen coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5]).

- All of our parent meetings are held in both Spanish and English, as needed.
- All school communications, including print, video, and pictures, are shared with parents/families in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Ritchen immediately provides translation for parents in person, online, or on the telephone.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]).

- As the need arises from the feedback that we receive from our major education partners, our school provides the appropriate level of meetings to address the concerns or needs that are being expressed.
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Ritchen, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]).

- All of our parent meetings and all forms of written communication are done in both Spanish and English, as needed.
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.

- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Ritchen provides translation for parents in person, online, or on the telephone.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]).
- At Ritchen the staff is focused on three main goals that have to do with high academic achievement, meeting the needs of the whole child and building our school community. Our teachers focus on building all three goals through various classroom activities
 - The school's responsibility is to provide high-quality curriculum and instruction in a meaningful, supportive, and effective learning environment in which students served under Title 1 meet the statewide academic grade level content standards.
 - This responsibility includes sharing information about intervention and enrichment opportunities with parents/families, staff availability to work directly with parents to support students, and parent education on how to support students.
 - Regular communication with parents regarding their child's progress is offered, including progress reports, parent conferences, and implementation of parent monitoring tools within Canvas.

- A positive school climate is fostered through the implementation of SOAR (Safety, Ownership, Attention, Respect) and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A]).

- Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.
- The teachers at our school use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B]). The teachers at our school also use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

- Ritche sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
- The teachers at our school also use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]).

- Ritche regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
- Ritche Parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D]).

- All forms of communication with our families are done in both English and Spanish.
- Ritchen regularly communicates with parents, guardians, and educational partners in an ongoing manner throughout the year.
- This communication includes video bulletins, phone calls, email, voice messages, our district sponsored school website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



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Title I School-Level Parent and Family Engagement Policy **Rose Avenue Elementary School 2022-2023**

2.0 With approval from the local governing board, Rose Avenue Elementary School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children.

Governance stakeholder groups such as School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy, with input provided by parents, community representatives, classroom teachers, and other school personnel.

The school has distributed the policy to parents and family members of children served under Title I, Part A.

Rose Avenue Elementary School provides information related to the policy to parents and family members during an annual school-wide Title I meeting. The policy document is readily available to parents and family members on the school website and physical copies of the policy are made available to parents and family members upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Rose Avenue Elementary School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

At the beginning of each school year, Rose Avenue Elementary School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program,

explain requirements of Title 1 and parent's rights to be involved. This annual meeting coincides with Back to School Night, which traditionally gathers the highest rate of parent and family member attendance.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

When scheduling meetings that involve parents and/or family members, Rose Avenue Elementary School staff work in partnership with parents to accommodate their schedules. Translation is provided by school/district personnel in the parents' primary language when needed. When parents are unable to come to the school, home visits are conducted by the Outreach Coordinator, Attendance Tech, and/or school administration to strengthen home-school connections on an as needed basis.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

Governance stakeholder groups such as SSC, ELAC, and PTA were involved in the development of the parent and family engagement policy and the School Plan for Student Achievement (SPSA), with input provided by parents, community representatives, classroom teachers, and other school personnel. Both the engagement policy and the school plan are reviewed throughout the school year for improvement and are approved on an annual basis.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
At the beginning of each school year, Rose Avenue Elementary School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program. The timely information is sent via Back to School Night, Blackboard Mass Messaging, Social Media Accounts (Facebook, Instagram, Twitter), PeachJar Flyers and at Committee Meetings (ELAC, SSC, and PTA).
2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
Information about the school's instructional program is shared with

parents at Back to School Night. School administration reviews and updates the School Accountability Report Card in collaboration with district personnel on an annual basis. This report card includes specific information related to textbooks and instructional materials provided to all students for all core subjects (Language Arts, Math, Science, and Social Science). The district's Educational Services Department provides each school site an assessment calendar, consisting of both formative and summative (district-level and state-level) assessments, to measure student progress. Classroom teachers use the results of these assessments to inform parents of student progress throughout the school year, including parent-teacher conferences and trimester report cards. Student Score Reports for State assessments, such as the CAASPP and ELPAC, are available to school families. The School Principal shares achievement levels and academic data during Parent Meetings (ELAC and SSC). The Rose Avenue website provides information about the staff, classroom activities and parent resources.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Parents can request a conference to meet with their child's teacher at any time. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as performing significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, district applications/technology platforms, and how to support students' academic and social-emotional needs. Parent Meetings, Parent/Teacher Conferences, Parent/Family trainings and workshops will be made available via in-person and virtual formats as we adhere to the needs of our families.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency.

(20 U.S.C. § 6318[c][5])

The School Plan for Student Achievement (SPSA) is developed on an annual basis with input from parent stakeholder groups (e.g., School Site Council, ELAC, PTA). School administration and staff also receive comments from parents throughout the school year with recommendations on how to improve the schoolwide plan in meeting students' and family needs. This feedback is provided during parent meetings which include ELAC, SSC, PTA and Coffee with the Principal. These recommendations are considered when monitoring the effectiveness of the plan's implementation and when revisions to the plan are necessary.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Rose Avenue Elementary School offers parent nights, including Back to School Night, to engage stakeholders in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child's teacher to review achievement data and identify strategies for improving student success. Parent Nights and Parent/Teacher Conferences will be made available via in-person and virtual formats as we adhere to the needs of our families.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, district apps/technology platforms, and how to support students' academic and social-emotional needs. Currently, trainings and workshops are

provided via in-person and virtual formats as we adhere to the needs of our families.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Rose Avenue Elementary School continues to strengthen home-school connections established with parents by maintaining consistent communication (PeachJar flyers, Blackboard mass messaging, social media accounts) and hosting frequent parent meetings (ELAC, SSC, and Coffee with the Principal). Teachers and staff are expected to value parents as equal partners and to maintain communication with parents on an ongoing basis. The School Principal will train and support teachers during staff meetings on how to establish positive connections with school families.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement programs and activities with other Federal, State, and local programs are coordinated at the district-level. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, district apps/technology platforms, and how to support students' academic and social-emotional needs. Currently, trainings and workshops are provided via in-person and virtual formats as we adhere to the needs of our families.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

Rose Avenue Elementary School ensures that information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. We provide information for all

meetings and programs via Blackboard mass messaging, PeachJar flyers, social media accounts, and our school website. The school also offers translation for all committee meetings including SSC, ELAC, and PTA. The school district also provides alternate language resources when applicable.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) **Upon parent request, Rose Avenue Elementary School provides further support to involve parents and families in school-related programs and activities to ensure student success. Rose Avenue Teachers and Support Staff plan to host Parent Nights to showcase student work and to support families with students' academic and social emotional needs.**

2.3 Accessibility

Rose Avenue Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]) **The school's Outreach Coordinator provides specific and targeted support to families of special student populations (English Learners, Students with Disabilities, Migrant, McKinney-Vento) to ensure equitable access to available school, district, and county-level resources, while ensuring students' academic and social-emotional needs are being met in order to increase students' potential for achieving school success. Rose Avenue Elementary School ensures that all communication and information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. We provide information for all meetings and programs via Blackboard mass messaging, PeachJar flyers, social media accounts, and our school website. The school also offers translation for all committee meetings including SSC, ELAC, and PTA. The school district also provides alternate language resources when applicable.**

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build

and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Rose Avenue Elementary School is committed to providing the best educational program possible for our students. We are dedicated to ensuring Rose Avenue Elementary School is a welcoming, stimulating environment where students are actively involved in their education, emphasizing both academic and social/emotional learning. Throughout the 2022-2023 school year, Rose Avenue Elementary School will emphasize building rigor across all grade levels and all core content areas with an emphasis on Science and Wellness, our school's Strand Focus, while scaffolding instruction to strengthen students' skills on grade-level standards. This responsibility includes parent information about intervention and enrichment opportunities, staff availability to work directly with parents to support students, parent trainings on how to support students, and ongoing regular communication with parents regarding their students' progress. This includes progress reports, parent conferences, implementation of parent monitoring tools within Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

During the fall and spring, Rose Avenue Elementary School will coordinate Parent/Teacher Conferences to invite parents to collaborate with their child's teacher to review school expectations, agreements of the compact, student achievement data and identify strategies for improving student success. Upon parent requests, Parent/Teacher conferences will also be available throughout the year.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Report cards are provided to parents at the end of each trimester to inform parents of students' academic progress across all grade levels.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Rose Avenue Elementary School follows the district's guidelines for parent volunteers to ensure student safety. The School Principal will encourage these efforts and supports during parent meetings (ELAC, PTA, Coffee with the Principal, and PTA). Parents are encouraged and supported to complete the district guidelines in order to be cleared to participate in classrooms as parent volunteers. Parents can also request to schedule an appointment with site administration to visit classrooms for a limited period of time so as not to interfere with the classroom learning environment.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Rose Avenue Elementary School provides ample opportunities for two-way communication during parent meetings which include ELAC, SSC, PTA, and Coffee with the Principal. We also provide school information via technological resources (e.g., school website, Blackboard mass messaging, flyers, letters) to parents and families in English and Spanish. Bilingual interpreters assist English-only speaking teachers when communicating with Spanish speaking families (e.g., Parent/Teacher conferences, family nights, parent workshops). The school district also provides alternate language resources when applicable.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A service*

OXNARD SCHOOL DISTRICT

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Principal: Mr. Jorge Mares



Title I School-Level Parent and Family Engagement Policy Sierra Linda Elementary School

December, 2022

2.0 With approval from the local governing board, Sierra Linda Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Our plan is distributed through paper copies sent in the beginning of the school year packet sent to families, and our website. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Sierra Linda Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) This portion is done at Back-to-School Night.
 - Parents will be informed of their school's participation in the Title I program.
 - Requirements of Title I are explained.
 - Rights of parents to be involved are explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, PTA, Coffee with Principal, Coffee with ORC and Counselor, etc.
 - Parent meetings are held at different days/times to accommodate parent availability and participation.

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- Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate in the school.
 - A variation of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) Parent Needs assessment survey helps Sierra Linda collect data on family needs.
- Sierra Linda Elementary holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
 - Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages with parents regarding opportunities for students to participate in activities which support student achievement.
 - Parent training, parent education, SSC, ELAC, Coffee with the Principal, Coffee with Counselor and ORC, SPED etc. are regularly offered and Title funds will be utilized to provide training, materials, refreshments, etc. for parent trainings/meetings (for in-person meetings/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Sierra Linda holds regular Title 1 meetings.
 - Timely information is provided through parent emails, Back to School Night, ELAC, SSC, Coffee with the Principal, and PTA (interpretation in English/Spanish for all activities and Mixteco as needed).
 - Parent/teacher conferences for all students are held after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Teachers share information about the adopted curriculum during Back-to-School Night.

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- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement data is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are held in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the school year.
- Posting of California School Accountability Report Card, is done annually, as required.
- Sierra Linda posts, on our website, links to content area standards for all grades (in both English and Spanish).
- Standards Based Report cards are sent home at the end of each trimester.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available upon request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Sierra Linda Elementary, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committees such as ELAC, SSC, and PTA.
- If requested by parents, Sierra Linda Elementary provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and responses to any such suggestions are provided as soon as feasibly possible.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, Chat with ORC and Counselor, and parent trainings are other opportunities for parents to participate in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Sierra Linda Elementary will submit, as soon as practicably possible, all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

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2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Sierra Linda posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
 - Parent trainings including parent workshops, SSC, ELAC, technology trainings, and other topics are offered throughout the school year as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

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- Parent trainings including parent workshops, SSC, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/education partner groups at the site and district level including SSC, PTA, ELAC, DELAC and Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings including parent workshops, SSC, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, school counselor, and the outreach specialist.
 - Sierra Linda Elementary School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Sierra Linda Elementary provides immediate translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for recommendations about future meeting agenda/information requests.
 - Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Sierra Linda School

2201 Jasmine Street, Oxnard CA 93036

(805) 385-1581 Fax: (805) 485-5796

Principal: Mr. Jorge Mares



2.3 Accessibility

Sierra Linda Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communication, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Sierra Linda Elementary posts on our website links to content standards for all grades and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Sierra Linda, this responsibility includes providing parents information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent trainings on how to support students, and ensuring ongoing regular communication with parents regarding their students' progress, including progress reports, parent conferences, implementation

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of parent monitoring tools within Q and Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.



- Sierra Linda Elementary School posts links, on our website, to content area standards for all students (in both English and Spanish).
 - Parents are encouraged to participate in their child's education by volunteering in their child's class with clearance from our district office and approval from the site.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall, and as necessary, or as requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Sierra Linda Elementary School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Sierra Linda Elementary communicates regularly with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including LMS Canvas, email, phone communication, parent/teacher conferences, and other school approved platforms (such as ClassDojo).
 - Sierra Linda Elementary School parents are welcome to observe in classrooms with previous notification to the school.

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4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Sierra Linda Elementary School communicates regularly with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.
 - Sierra Linda Elementary School will seek the input from families through ELAC Parent Survey, OSD surveys, parent meetings, etc.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

OXNARD SCHOOL DISTRICT

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Juan Lagunas Soria School

3101 Dunkirk Drive, Oxnard, CA 93035
(805) 385-1584 Fax: (805) 815-4216



Title I School-Level Parent and Family Engagement Policy Juan Lagunas Soria School

- 20 With approval from the local governing board, Juan Lagunas Soria School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy, with input provided by parents, community representatives, classroom teachers, and other school personnel. Juan Lagunas Soria School disseminates information related to the policy to parents and family members during an annual school-wide Title 1 meeting. The policy document is readily available to parents and family members on the school website and physical copies of the policy are made available to parents and family members upon request.

21 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Juan Lagunas Soria School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

At the beginning of each school year, Juan Lagunas Soria School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program. This annual meeting coincides with Back to School Night, which traditionally garners the highest rate of parent and family member attendance.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

When scheduling meetings that involve parents and/or family members, Juan Lagunas Soria school staff work in partnership with parents to accommodate their schedules. Translation is provided by school/district personnel in the parents' primary language, when needed. When parents are unable to come to the school, home visits are conducted by the Outreach Coordinator, Attendance Tech, and/or school administration to strengthen home-school connections.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

Governance education partner groups such as School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy and the School Plan for Student Achievement (SPSA), with input provided by parents, community representatives, classroom teachers, and other school personnel. Both the engagement policy and the school plan are reviewed throughout the school year for improvement and are approved on an annual basis.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

At the beginning of each school year, Juan Lagunas Soria School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program.

SSC regularly monitors Title I funding and the programs supported by those funds at regular SSC meetings throughout the year.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

School administration reviews and updates the School Accountability Report Card in collaboration with district personnel on an annual basis. This report card includes specific information related to textbooks and instructional materials provided to all students for all core subjects (reading/language arts, math, science, and history-social science). The district's Educational Services Department provides each school site an assessment calendar, consisting of both formative and summative (district-level and state-level) assessments, to measure student progress. Classroom teachers use the results of these assessments to inform parents of student progress at key timepoints throughout the school year (e.g., parent-teacher conferences, trimester report cards, etc.). Student Score Reports for State assessments, such as the CAASPP and ELPAC, are available to school families.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents can request a conference to meet with their child's teacher at any time. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as performing significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social- emotional needs.

- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

The School Plan for Student Achievement (SPSA) is developed on an annual basis with input from parent groups (e.g., SSC, ELAC, PTA). School administration and staff also receive comments from parents throughout the school year with recommendations on how to improve the schoolwide program plan in meeting students' and family's needs. These recommendations are taken into account when monitoring the effectiveness of the plan's implementation and when revisions to the plan are necessary.

22 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Juan Lagunas Soria School offers parent nights, including Back to School Night, to engage education partners in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social-emotional needs.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Juan Lagunas Soria school prides itself on the strong home-school connections established with parents. Teachers and staff are encouraged, supported, and expected to reach out to, communicate with, and work with parents as equal partners on an ongoing basis using tools available to them such as Canvas, phone calls, email, etc..

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement programs and activities with other Federal, State, and local programs are coordinated at the district-level. Juan Lagunas Soria school currently does not host a public preschool program nor a parent resource center. However, parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social-emotional needs.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

Juan Lagunas Soria school ensures that information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. The school district also provides alternate language resources when applicable.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

Upon parent request, Juan Lagunas Soria school provides further support to involve parents and families in school-related programs and activities to ensure student success.

23 Accessibility

Juan Lagunas Soria School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

The school's Outreach Coordinator provides specific and targeted support to families of special student populations (English Learners, students with disabilities, migrant, McKinney-Vento) to ensure equitable access to available school, district, and county-level resources, while ensuring students' academic and social/emotional needs are being met in order to increase students' potential for achieving school success.

24 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Juan Lagunas Soria School is committed to providing the best educational program possible for our students. The quality of our instructional program is a reflection of our highly committed staff. We are dedicated to ensuring Juan Lagunas Soria School is

welcoming, stimulating environment where students are actively involved in their education, emphasizing both academic and social/emotional learning. Through the shared vision of our staff, parents, and community, our students are challenged to reach their maximum potential. Our academic focus has centered on building strong foundations in reading, writing, and mathematics. Throughout the 2022-2023 school year, Juan Lagunas Soria School will emphasize building rigor across all grade levels and all core content areas with an emphasis on Technology, Arts and Language, our school's Te.A.L. Strand Focus, while scaffolding instruction to strengthen students' skills on grade-level standards. Students are encouraged and supported to build their literacy skills and reach their reading potential. Teachers will also concentrate on building students' writing ability across all core content areas to promote critical thinking and to better equip students with the skills required to meet expectations of state-wide summative assessments. Finally, teachers will continue focusing on implementing Mathematical Mindset strategies across all grade levels, enabling students to build their academic vocabulary and reasoning skills in the area of Mathematics.

In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Juan Lagunas Soria School provides several opportunities throughout the school year to strengthen partnerships with family, school, district, and community educational partners to assist under-achieving students. Parents are encouraged to volunteer in the classroom and in school activities as well as become involved in site-based parent groups such as the SSC, ELAC and PTA. These parent groups play an active role in developing and monitoring school goals. Parent nights engage stakeholders in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as performing significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 - 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

During the fall and spring, Juan Lagunas Soria school will coordinate Parent/Teacher Conferences to invite parents to collaborate with their child and their child's teacher to review school expectations, student achievement data and identify strategies for improving student success.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Report cards are provided to parents at the end of each trimester to inform parents of students' academic progress across all grade levels. In addition, mid-trimester progress reports are provided to parents for 6th – 8th grade students receiving Ds and/or Fs.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Juan Lagunas Soria School follows the district's guidelines for parent volunteers to ensure student safety. Parents are encouraged and supported to complete the district guidelines in order to be cleared to participate in classrooms as parent volunteers. Parents can also request to schedule an appointment with site administration to visit classrooms and/or special programs (e.g., Dual Language Immersion) for a limited period of time so as not to interfere with the classroom learning environment.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Juan Lagunas Soria School provides communication (e.g., school website, flyers, letters) to parents and families in English and Spanish. Bilingual interpreters assist English-only speaking teachers when communicating with Spanish speaking families (e.g., Parent/Teacher conferences, family nights, parent workshops). The school district also provides alternate language resources when applicable.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I, Part A LEA Parent and Family Engagement Policy

Oxnard School District, with parents and family members, has jointly developed, mutually agreed upon, and distributed to, parents and family members of participating children a written Local Educational Agency (LEA) parent and family engagement policy.

Describe how parents and family members are involved in the development of the Title I, Part A parent and family engagement policy (ESSA Section 1116[a][2]):

Parents and family members are invited and encouraged to attend district-level parent advisory groups such as the District's English Learner Advisory Committee (DELAC), Parent Advisory Council (PAC), African American and Mixteco Steering Committees, and the Asian American & Pacific Islander parent focus group to receive information about the LEA's participation in Title I, the purpose, and requirements of Title I, and to participate in the development of the LEA's Parent and Family Engagement Policy.

Oxnard Elementary School District believes that active parent and family engagement in the different advisory groups will help support the LEA's mission to "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares them [students] for college and career opportunities." More than 30 years of research have shown the direct relationship between effective parent and family engagement and student outcomes. The LEA hopes to accomplish the following:

- Continue building trusting and respectful relationships between school/district staff and families.
- Strengthen two-way communication between school/district and families to achieve positive student outcomes.
- Identify concrete actions to support students and families.
- Provide families with information and resources about family engagement activities that support student learning and development.
- Empower families to advocate for their students by actively participating in the decision-making process at district/school levels to impact student achievement.
- Work collaboratively in planning, designing, implementing, and evaluating family engagement activities at the school and district levels.

Describe how the LEA provides the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance and how this may include meaningful consultation with employers, business leaders, and philanthropic

organizations, or individuals with expertise in effectively engaging parents and family members in education (ESSA Section 1116[a][2][B]):

The LEA will build the capacity of all participating schools within the district in planning and implementing effective parent and family engagement activities to improve student academic and social-emotional outcomes by engaging administrators, outreach resource specialists, teachers, support staff, and families in meaningful conversations around the five action areas of the California Family Engagement Framework to build a shared understanding of the expectations and requirements of implementing authentic family engagement that is culturally responsive and supported by research. Additionally, the LEA will support school administrators in creating, implementing, and evaluating site-level Parent and Family Engagement Policies that will align with the California Family Engagement Framework. Each school will collaborate with its advisory groups to commit to specific goals and actions focused on developing true school-home partnerships and effective communication and will identify how these goals and actions will be implemented. Implementation rubrics within the framework will measure growth along the pathway to innovative practice. Furthermore, as a component of the school-level parent and family engagement policy, each school will develop jointly with parents a school-parent compact that outlines how parents, the entire staff, and students will share the responsibility for improved student academic achievement. The Manager of Equity, Family & Community Engagement will serve as a liaison to the schools by providing support in developing and implementing their site policies.

Describe how the LEA coordinates or integrates parent and family engagement strategies with other relevant federal, state, and local laws and programs (ESSA Section 1116[a][2][C]):

The LEA uses Title I funding to support parent/family engagement strategies while following guidelines as defined by state and federal mandates. As applicable, the LEA will integrate and coordinate parent and family engagement activities with the Local Control Accountability Plan (LCAP). Such activities shall include opportunities for authentic engagement, training parents and families on topics such as state academic standards and assessments, and building parents' capacity to support their children's learning at home. The LEA coordinates parent and family engagement with Child Nutrition Services, Pupil Services, Special Education, and other programs supported by the Educational Services Department. Also, every school site is staffed with one Outreach Resource Consultant who acts as a school-community liaison. Additionally, the LEA has strong partnerships with community and state organizations such as Ventura County Public Health, Ventura County Behavioral Health, Logrando Bienestar, the Ventura County Office of Education, the California Association for Bilingual Education, and the California Community Engagement Initiative.

Describe how the LEA will conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this Policy on

improving the academic quality of all schools served under Title I, Part A (ESSA Section 1116[a][2][D]):

An annual evaluation of the implementation of district and site-level parent and family engagement policies shall be conducted in the Spring of every school year. All stakeholder groups will be engaged in determining the metrics to measure the LEA's progress, successes, needs, and areas for growth in implementing family engagement policies, programs, and practices. Some metrics to be considered include parent attendance in the different district advisory groups, ongoing review of student academic data, analysis of Panorama survey data collected from pre and post-surveys in specific areas of school-family engagement such as family-school communication, adequacy of parent and family involvement opportunities in school/district committees and events, engagement barriers, and opportunities to build parent and family capacity to support student learning at home. The data results will be reported to the LEA's local governing Board at a regularly scheduled meeting and all parents and families at district-level parent focus groups. The LEA will use these findings and the feedback from diverse stakeholder groups to design more effective parent and family involvement and shall revise this policy as necessary.

Describe how the LEA includes the following in the annual evaluation of Title I, Part A parent and family engagement policy: identify barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); identify the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and identify strategies to support successful school and family interactions (ESSA Section 1116[a][2][D][i-iii]):

The LEA will collect and analyze data from student, staff, and family surveys to identify barriers to greater participation by parents. This data will be disaggregated by demographic information such as race or ethnicity, primary language, education services, and grade level to enable the LEA to identify the specific needs of different groups and plan accordingly. The Panorama family survey is available to families at the beginning and the end of every school year. It is offered in English and Spanish and is promoted through different communication platforms to encourage greater participation. Access and equity are at the core of the LEA's parent and family engagement initiatives. The LEA provides translation and interpretation services to support families in completing the surveys and other needs; two Mixteco interpreters, American Language Services, and Ling Perfect for parents who speak a language other than English, Spanish, or Mixteco. In addition to the Panorama family survey, families are invited to participate in the different district and site-level parent focus groups, with childcare and interpretation services provided as needed. The LEA utilizes Blackboard as its primary communication platform for ongoing family communication. Additionally, our district-

level parent liaisons and ORCs conduct outreach to all parents and families daily and connect them with available district and community resources and programs.

Describe how the LEA will use the findings of such evaluation ESSA Section 1116(a)(2)(D)(i-iii) to design evidence based strategies for more effective parental involvement and to revise, if necessary, the parent and family engagement policy (ESSA Section 1116[a][2][E]):

The LEA will review the effectiveness of parent and family engagement practices and initiatives by reviewing and analyzing feedback provided by parents in the family survey and through strategic conversations with the various parent focus groups. The LEA will use these findings to identify areas of strength and areas for growth and will revise the plan as necessary to move towards innovative implementation as measured by the rubrics in the California Family Engagement Framework.

Describe how the LEA involves parents in the activities of the schools served under Title I, Part A, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the LEA to adequately represent the needs of the population served by the LEA for the purposes of developing, revising, and reviewing the parent and family engagement policy (ESSA Section 1116[a][2][F]):

Over the last several years, the LEA has worked towards developing authentic family engagement by providing opportunities to all families, especially our underrepresented communities, to participate in the decision-making process that will impact student academic and social-emotional outcomes. The LEA is committed to building capacity, empowerment, and advocacy by providing parents and families with different opportunities to participate in the different district advisory groups, such as DELAC and PAC. For example, the LEA has focused on empowering parents and building parent leaders as partners in education through Project 2 Inspire workshops. Additionally, for the last two years, the LEA has been part of the Professional Learning Network on Family and Community Engagement with the California Department of Education, which led to the creation of the LEA's Family and Community Engagement Committee, composed of a diverse group of people. The work of this committee centers around the development and sustainability of effective family engagement practices through collaborative relationships between staff, parents, families, and the community.

Oxnard Elementary School District's Title I, Part A LEA Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs in the fall of 2022. The LEA will

distribute the Policy to all parents and family members of participating Title I, Part A students annually on or before January 28, 2023.

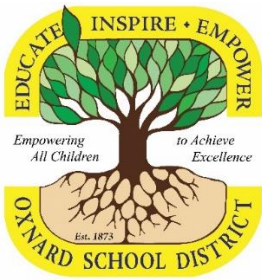
Dr. Karling Aguilera-Fort, Superintendent

Name and Title of Authorized Official



Signature of Authorized Official

November 30, 2022



OXNARD SCHOOL DISTRICT

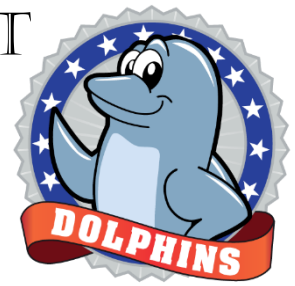
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Norman R. Brekke School

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November 14, 2022

2.0 With approval from the local governing board, Norman Brekke School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. Input is solicited during School Site Council, English Learner Advisory and Coffee with the Principal meetings. The school has distributed the policy to parents and family members of children served under Title I, Part A. This distribution takes place to parents and students in the First Day Packet, which is distributed annually at the beginning of each school year. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Norman Brekke School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
This meeting is held in conjunction with our Back to School Night in the fall of each year.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
School Site Council, English Learner Advisory, Coffee with the Principal and Parent trainings are held at various times to provide parents with opportunities to make suggestions and participate in decisions relating to their children.
 - i. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
Brekke holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings

- ii. Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities
 - iii. Regular/ongoing messages with parents regarding opportunities for students' activities to support student achievement
 - iv. Parent training, parent education, School Site Council, ELAC, SPED etc. are regularly offered and Title funds will be utilized to provide training, materials, food, etc. for parent trainings/meetings (for in-person meetings/trainings)
- c) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Norman Brekke convenes annual and regular meetings to inform parents of our participation as a Title I school, the requirements of a Title I school, and of their rights to be involved.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
Teachers share the curriculum they use in the classroom. Data that measures student progress is shared during parent conferences, with report cards and at parent information meetings.
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Norman Brekke believes parents play an integral role in assisting their child's learning and are encouraged to be actively involved in their education at school. Agendas are sent home daily, parent conferences, back to school night and parent meetings are held regularly. Parents are encouraged to become part of advisory committees such as SSC and ELAC. The Principal is highly visible on campus and has an open-door policy for parents.
- d) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
The Schoolwide program plan is a living document that is shared with the local LEA and to parents at site meetings. Parent comments and suggestions are brought to the attention of the advisory committees for consideration of changes that may need to be made.

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child’s progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Norman Brekke hold regular parent meetings to ensure understanding of assessment, a child’s progress, and ways they can help their child achieve at their highest level.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
Norman Brekke has parent information meetings in which the staff guide parents through the use of material and technology to help improve their student achievement.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
Norman Brekke values the partnership between staff, students and parents. We hold family events 3-5 times a year to build the relationship between school and home.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
Norman Brekke sends out a needs assessment to our families annually to gain information regarding the resources parents need in order to fully participate in their child’s education. Once the assessments are completed we schedule our parent trainings and family nights around the indicated topics.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
The School’s Web Site, emails, teacher communication and automated phone calls provide information to parents regarding parent programs and meetings. These are sent out in a language that the parents can understand.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

2.3 Accessibility

Norman Brekke School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and

parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

Norman Brekke invites ALL parents to participate and be involved in school activities.

We make the meetings and activities accessible to all regardless of English proficiency, disability or migratory status.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Norman Brekke looks at our student performance regularly and sets goals for higher achievement. From these goals, we plan the path to achieving them. We hold high expectations for all students and create supportive and effective environments to support in the achievement of these goals. We developed the School/Parent/Student Compact that describes the responsibility of the school and the parents to improve performance and the means in which to do so.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

Parent-Teacher conferences are held in the fall for every student and in the Spring for students we are concerned are not making adequate academic growth. The School compact is discussed to ensure we are working as a team to help each child be successful.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Parents are sent report cards three times a year, have parent conferences at least once a year and are sent home progress on local assessments every month. Agendas are used daily to facilitate home-school communication.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Teachers walk students out of the building daily and wait for parents to pick up their student in order to touch base with parents. *Teachers communicate with parents through various apps, emails and phone calls.*

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

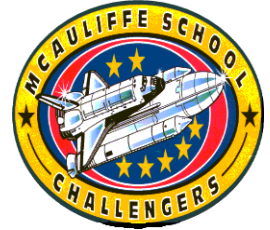
Agendas are used daily, parent conferences, Back to School Night and parent meetings are held in a language the parents can understand. Phone numbers and emails of all staff are provided to parents in order to help facilitate two way communication.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

OXNARD SCHOOL DISTRICT

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Christa McAuliffe K-5 School

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Title I School-Level Parent and Family Engagement Policy

Christa McAuliffe School

School Year 2022-23

2.0 With approval from the local governing board, McAuliffe Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through our website, communication via parent newsletter, and directly to our parents and student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at McAuliffe Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

The annual Title 1 meeting takes place at Back to School night where all parents are invited to attend and encouraged to attend. The meeting informs parents and family members of McAuliffe's participation in the Title 1 program and the requirements are explained.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

McAuliffe offers all meetings to meet the needs of the participants. Meetings are held in the morning, after school and in the evening. Parents are also invited to attend in-person, but may choose to attend via Zoom.

Meetings offer child-care if needed. Typically, paraeducators and/or campus supervisors supervise child care during meetings.

Home visits are conducted as needed to meet family needs and provide resources.

There are a variety of meetings that are offered to parents that range from: School Site Council (SSC), English Learner Advisory Committee (ELAC), Coffee with the Principal, PTA, STEAM night, Parent-Teacher conferences, Parent info nights, Math Night, Literacy night, and many more. The intent of the variety of meetings are to provide a range of services and to meet parent needs. Here, at McAuliffe School, we value the partnership between the school and community.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

McAuliffe holds an annual Title 1 meeting via Back to School Night to inform the community of Title 1.

Title 1 funds are reviewed at School Site Council Meetings throughout the school year. SSC meetings are held 6 times a year. In addition, ELAC reviews and is provided an opportunity for input on Title 1 and Title 3 funds.

Title 1 funds as well as the McAuliffe budget are reviewed by the Leadership team at the school.

The Parent and Family Engagement Policy is reviewed at ELAC and provide input. In addition, the Parent and Family Engagement policy is reviewed by SSC. SSC provides input, takes ELAC suggestions into consideration, and gives final approval.

At the school site, The Parent and Family Engagement Policy is reviewed by the Leadership team and by the ORC and Counselor.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

McAuliffe holds an annual Title 1 meeting via Back to School Night at the beginning of the school year to inform the community of Title 1.

Communication about the Title 1 program and Back to School Night is timely through; Weekly Announcements from the Principal sent via Blackboard Connect, Weekly Announcements posted on the School Website, Social Media, Teacher Communication Platforms (ie. Class Dojo, Remind, Canvas), PeachJar, Monthly Newsletters by the ORC/Counselor.

In addition, a video is recorded of the presentation with Title 1 information. The video is posted on the school website.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

School-wide:

- Advisory Meetings, such as ELAC and SSC, where curriculum is explained and academic assessment data is reviewed.

- Posting of California School Report Card annually as required.
- Coffee with the Principal Meetings where curriculum is reviewed as well as academic assessment data.
- Monthly ORC/Counselor newsletter with reference to SEL and Panorama data.
- Math Night and Literacy Night where curriculum is reviewed.

Classroom:

- Parent/Teacher conferences for all students in the fall, and as needed in the Spring Trimester. Parent/Teacher conferences are also scheduled as necessary.
 - Report cards sent home three times a year – at the end of each trimester.
2. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Opportunities for meetings to formulate suggestions in decisions relating to the education of their children:

- Coffee with the Principal
 - School Site Council
 - ELAC
 - PTA
 - IEPs, SSTs, 504's
 - Per parent request
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

McAuliffe will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District). In addition, parents have the opportunity to submit a Uniform Complaint Procedure form via the Oxnard School District website.

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

At parent/teacher conferences, teachers are explaining topics such as the CA academic standards, the local (STAR) assessment, and the student's progress.

Report cards encompass how individual students are performing based on CA state standards.

School-wide achievement data through State and Local assessments are presented at; Back to School Night, ELAC, SSC, and Coffee with the Principal.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Coffee with the Principal provides parents with materials and trainings to help parents work with their children to improve student achievement. Topics addressed include; attendance, reading at home, HW strategies, and much more.

The ORC continually provides parents with materials and resources to help and support parents. The ORC presents information at meetings, attends events and has informational tables, posts all updated info on the website, and contact individual families to meet family needs.

During Math Night and Literacy night, parents are provided materials and resources to help improve their children achievement.

IEPs, SSTs, and 504s, provide an action plan for the student to progress and also serves as a platform to discuss ways to improve the child's achievement.

During SSC and ELAC meetings, topics and trainings are discussed to help support parents based on need.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

The staff at McAuliffe continues to reiterate the theme with families that the partnership between the school and families is vital to student success. Programs have been implemented to build ties between parents and the school:

- STEAM Night
- Back to School Night
- Math Night
- Literacy Night
- Grandparents day at the book fair
- Kinder Reading on the Lawn

- Student of the Month Assemblies including Reclassification awards, and AR Assemblies
- Field Day
- Logrando Bienestar- Health Mind, Healthy Body Workshops
- Halloween Parade
- Read Across America Week
- 5th Grade Promotion

In addition, parents are invited to volunteer in the classroom and supervise field trips.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement activities and programs to support parents in fully participating in the education of their children include:

- Resources supported by ORC.
 - o The ORC presents at meetings such as ELAC, SSC, and Coffee with the Principal. She presents on topics such as reading at home, homework strategies, attendance, and time management.
 - o Frequent communication and resources for subgroups such as EL's, McKinney-Vento, Foster, and low-socioeconomic.
 - o Resources and information available during school events such as STEAM night, Math Night, Literacy Night, Back to School Night.
- Math Night and Literacy Night for families to learn about the curriculum and learn strategies to support learning at home.
- ELAC and Coffee with the Principal frequently address topics to support parents in participating in their child's education.
- Every week parents are notified through the Weekly Announcements that they can volunteer in the classroom or during field trips.
- Monthly Kinder Reading on the Lawn to encourage families to read with their students.
- Celebrations such as Student of the Month, AR assemblies, and Reclassification where the message is communicated about the value of the partnership between the families and the school.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

School communications, including print, video, and pictures, are sent home in both English and Spanish

Translation is offered for all meetings

Spanish translation is immediately available when necessary for a parent.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

(See all parental involvement activities listed under “d)” of this section)

In addition, meetings will be held by parent request.

2.3 Accessibility

McAuliffe School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

School communications, including print, video, and pictures, are sent home in both English and Spanish

Translation is offered for all committee meetings including SSC, ELAC, etc.

Spanish translation is immediately available when necessary for a parent.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state’s high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children’s learning; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

At McAuliffe school, we understand that a supportive and effective learning environment is a pillar of academic success. This type of learning environment is provided through three characteristics; safety, student culture, teacher culture. First, our safety plan is outlined in the Comprehensive School Safety Plan. This plan explains our measures for disasters, our policy on student behavior and classroom management. Second, our goal with student culture is to create a sense of belonging and joy when students are on campus. Different ways we accomplish this is through student of the month assemblies, challenge of the month, extracurricular activities, and Reading Buddies. Lastly, teacher morale is the key to teacher

culture. Teachers are provided PD to continue their learning, participate in team bonding activities weekly, and collaborate weekly.

High quality curriculum and instruction is delivered by certificated professional teachers who teach the California state standards with high expectations.

Parents are communicated all the ways in which they are responsible for supporting their children's learning. Communication takes place via:

- State assessment results sent via Q
- Local assessment results communicated by the teacher through parent-teacher conferences.
- Progress toward grade level California State standards demonstrated through report cards
- Parent-Teacher conferences and regular communication.

Parents are notified of the process to volunteer in the classroom on a weekly basis through the Weekly Announcements. District protocols must be followed.

Input and decisions by families related to the education of their children and positive use of extracurricular is welcome. Families have an opportunity to give input at SSC, ELAC, Coffee with the Principal in more formal settings. Other input is encouraged through parent conferences, parent-request meetings and informal conversations.

Parent input has been taken into account as the following extracurriculars have been instilled due to parent encouragement; after school sports, the continuation of Parker Anderson Enrichment classes, and 4th/5th grade leadership team.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

McAuliffe Teachers hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year.

The school compact is sent home in "Beginning of the Year" packets to all students. Students, families, and teachers are required to sign and return to school.

The compact is reviewed annually and revised as needed by SSC and ELAC.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

McAuliffe sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

During the weekly announcements, the community is informed of ways to volunteer and observe on campus. A protocol is followed and parents are encouraged to volunteer/observe.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Communication to families includes:

- Weekly announcements
- Regular meetings (ELAC, SSC, Coffee with the Principal)
- Blackboard connect messages (phone, email, text)
- Social Media
- PeachJar
- Teacher communication platforms: Canvas, Dojo, Remind
- Parent conferences
- Meetings at parent request.

All meetings are held in a language that family members can understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



OXNARD SCHOOL DISTRICT

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McKinna School

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Title I School-Level Parent and Family Engagement Policy

McKinna Elementary School

August 1, 2022

2.0 With approval from the local governing board, McKinna Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at McKinna Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, etc.

- Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- McKinna holds an annual Title 1 meeting.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc.
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - McKinna holds an annual Title 1 meeting
 - Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities and Mixteco as needed).
 - Parent/Teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement data is presented with an opportunity for questions from parents.
 - Parent/Teacher conferences for all students are offered in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the school year.
 - Posting of the California School Accountability Report Card is completed annually, as required.

- McKinna parents receive a parent/student handbook (in both English and Spanish).
- McKinna parents receive a curriculum descriptions for English Language Arts and Math (in both English and Spanish).
- The McKinna website provides information about the staff, classroom activities and parent resources.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- If requested by parents, McKinna provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- McKinna will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
 - Professional development for teachers and support staff are provided throughout the school year.
 - Parents are adequately represented on school/stakeholder groups including SSC, PTA, and ELAC.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings including parent workshops, SSC, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.

- McKinna coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, video, and pictures, are sent home in both English and Spanish,
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- McKinna immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

McKinna to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help

children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- At McKinna, this responsibility includes:
 - Providing parent information about intervention and enrichment opportunities.
 - Ensuring staff availability to work directly with parents to support students.
 - Providing parent trainings on how to support students.
 - Ensuring ongoing regular communication with parents regarding their students' progress including progress reports, parent conferences, implementation of parent monitoring tools within CANVAS.
 - Creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

- Parent/Teacher conferences for all students will be held in the fall and as necessary or requested by parents throughout the school year

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

- McKinna sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

- McKinna regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - McKinna Parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
- McKinna regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, phone calls, email communication, voice messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Oxnard School District

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Ramona Elementary School

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Title I School-Level Parent and Family Engagement Policy

Ramona Elementary School

November 30, 2022

2.0 With approval from the local governing board, Ramona Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Ramona Elementary, the following practices have been established:

- a) The school convenes an annual meeting at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Parents are informed of their school's participation in the title 1 program.
 - The requirements of Title 1 are explained.
 - The rights of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening. It may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year, including parent workshops, parent training, tech training, SSC, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability .
 - Title I funds are utilized to provide parent education opportunities for parents and translation is provided to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Ramona School holds an annual Title 1 meeting .
- Title funds and activities are reviewed at SSC meetings throughout the school year, and adjustments are made based on available data/information regarding the effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, etc., are regularly offered, and LCFF funds will be utilized to provide training, refreshments, etc.
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SCC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Ramona School holds annual Title 1 meeting.
- Timely information is shared through parent emails, Back to School Night, weekly news video bulletins, ELAC, SSC, and PTA (English/Spanish for all activities).
- Parent/teacher conferences for all students are held after the first trimester and as needed in the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings, including ELAC, SSC, Coffee with the Principal, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are held in the fall and as needed in the spring. Parent/Teacher conferences are also scheduled, as necessary.
- Posting of the California School Accountability Report Card is done annually, as required.
- Ramona School parents receive a parent/student handbook (in both English and Spanish).
- Ramona School parents receive curriculum descriptions for English Language Arts and Math (in both English and Spanish) at Back to School Night and other times of the year.
- The Ramona website provides information about the staff, classroom activities, and parent resources.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If parents request opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- Informal requests for parent meetings, Back to School Night, and other parent training opportunities offer forums for parents to provide suggestions and be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Ramona School will submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents will be provided assistance in understanding the academic content and achievement standards and how to monitor and improve the achievement of their child through general parent information and parent education meetings.
- Parent/Teacher conferences for all students are held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at Parent/Teacher conferences.
- Student achievement expectations and results will be discussed at ELAC, SSC, Coffee with the Principal, and Student Study Team meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent training, including parent workshops, SSC, ELAC, technology training, etc., are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialists.

c) The school educates teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent training, including parent workshops, SSC, ELAC, technology training (Lexia, ST-Math, AR, MyOn, Canvas), etc., are offered throughout the school year and coordinated by the school administration, counselor, and outreach specialist.
- Professional development for teachers and support staff are offered throughout the school year.
- Parents are adequately represented on school/educational partner groups, including SSC, ELAC and PTA.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent training including parent workshops, SSC, ELAC, technology training, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Ramona School coordinates with parents/families to ensure that we have parent representation at all district committees, including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings, including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary. Mixtec translation is arranged through the OSD Mixtec translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Ramona School provides translation for parents in person, online, or via telephone.

- Parents are encouraged to participate in workshops and training, and parents are frequently asked at these meetings for suggestions about future meeting agendas/information requests.

2.3 Accessibility

The school to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, text, and emails, are sent home in both English and Spanish (voice messages are also sent in Mixtec).
- Translation is offered for all committee meetings, including SSC, ELAC, etc.
- Spanish translation is available for parents. Mixtec translation is arranged through the OSD Mixtec translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards and how each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Ramona School, this responsibility includes providing parent information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent training on how to support students, and ensuring ongoing regular communication with parents regarding their child's progress, including progress reports, parent conferences, implementation of parent monitoring tools within Canvas, Lexia, and ST-Math and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent/Teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences are held for all students in the fall and as necessary or as requested by parents throughout the school year.
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Ramona School sends out formal standard progress notifications three times per year (after each trimester in November, March, and June).
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Ramona School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members, including email, phone communication, and at Parent/Teacher conferences.
 - Ramona School parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Ramona School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes weekly news bulletins, phone calls, emails, voice and text messages, school and district websites, student applications on iPads, and school-sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Approval of New Classification and Job Duties for After School Program Site Coordinator (Torres)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Director of Enrichment and Special Programs requested a new classification to support the District’s After School Program.

The After School Program Site Coordinator classification is being created to plan, organize, and direct the operation and administration of a specific site-based after school program designed to provide all students with a variety of activities and services. The After School Program Site Coordinator is responsible for the day-to-day operations of the After School Program and coordinates program activities related to the school day.

The Personnel Commission took action on December 8, 2022 to approve the new classification of After School Program Site Coordinator and allocate the classification to salary range 21.5 of the Classified salary schedule.

FISCAL IMPACT:

The classification of After School Program Site Coordinator is allocated to salary range 21.5 of the Classified salary schedule. This would equate to an hourly rate of \$23.69-\$28.81.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the new classification and job duties of After School Program Site Coordinator.

ADDITIONAL MATERIALS:

Attached: [CSEA Salary Schedule 21-22 Updated 8.3.22.pdf](#)

[After School Program Site Coordinator Job Duties \(three pages\)](#)

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



Employee Anniversary Increments:

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

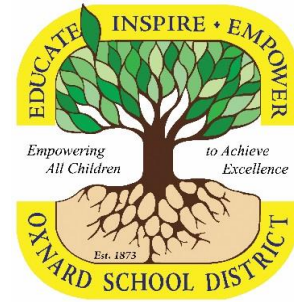
Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0		\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:
 Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour



After School Program Site Coordinator

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

Purpose Statement

Under the general direction of the site administrator or designee, the After School Program Site Coordinator is responsible for the day-to-day operations of the After School Program and coordinates program activities related to the school day; and performs a variety of other duties relative to assigned area of responsibility.

Supervision Received & Exercised

- Receives supervision from the site administrator, Director, Enrichment & Special Programs, or designee.
- Positions in this classification have no formal supervisory responsibilities.

Responsibility

Responsibilities include: overseeing the delivery of a broad range of programs within designated school areas that include Academic and Curricular Program Areas; Sports, Fitness, and Recreation; The Arts; Character & Leadership Development; Career & Education Development; Health & Life Skills. This position plans, develops and oversees implementation of programs and program staff.

Essential Duties

- Plan, organize and direct the operation and administration of a specific site-based after school program designed to provide all students with a variety of activities and services designed to increase the number of students meeting or exceeding academic standards.
- Strengthen local youth enrichment, learning and services opportunity to create neighborhood resilience and to reduce drug use, violence, and to improve physical health and safety through enrichment activities outside normal classroom activities and attendance.
- Promote student achievement through coordination of the program rather than through provision of instruction.
- Conduct and/or attend meetings and staff training sessions that directly affect the development, planning, coordination and implementation of site enrichment programs.
- Enroll students in program; monitor enrollment; adhere to attendance policies and guidelines; maintain enrollment and attendance records; record and check attendance; may contact parents regarding attendance; compile data, prepare and type attendance reports.
- Prepare guides, manuals and bulletins for approval and distribution.
- Assist with coordination of community agencies by providing information, feedback, program data and assistance to community and social agencies.
- Assist in the planning, development and implementation of public and community relations.
- Provide program staff with direction and supervision and assist with evaluation of program and staff.
- Compile information and prepare a variety of reports regarding program.
- Maintain a variety of records and files related to an after school program.
- Maintain supply inventory, order materials, equipment and supplies as needed.
- Communicate with a variety of District personnel and departments regarding budgeting, purchase orders and other issues related to assigned program.

- Operate a personal computer and peripheral equipment, using modern software, including word processing and data base input; operate a variety of modern office machines and equipment such as a typewriter, calculator, FAX and copier.

Other Related Duties

- For positions with bilingual designations, performs the essential duties of the class utilizing bilingual skills as necessary to assure smooth and efficient operations; translate verbal and written communication(s) for the purpose of assisting the public, students, teachers, and parents in communicating; attends various meetings to translate and interpret as needed.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Skills, Knowledge, & Ability

Skills are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: preparing and maintaining accurate records; operating standard office equipment; utilizing pertinent software applications; basic terminology, processes, and operations of office environment; and maintaining cooperative and effective working relationships.

Knowledge required to satisfactorily perform the functions of the job include: modern office practices, procedures and equipment, including computers and supporting word processing applications; principles and procedures of record keeping; principles and procedures of supervision and training of staff; English usage, grammar, spelling, punctuation and vocabulary; principles of business letter writing and basic report preparation; pertinent Federal, State and local laws, codes and regulations; techniques of proper telephone etiquette; technical aspects of fields of specialty; basic mathematical principles; principles and practices of budget maintenance.

Ability required to satisfactorily perform the functions of the job include: independently perform responsible clerical duties in support of an assigned program; learn, interpret, apply and explain rules, regulations, policies and procedures; provide effective leadership; analyze and evaluate data to determine and correct inconsistencies; perform mathematical/statistical computations accurately; analyze situations accurately and adopt an effective course of action; maintain confidentiality of privileged information obtained in the course of work; work independently with minimal direction; operate a personal computer and peripheral equipment, using modern software; operate a variety of modern office machines and equipment such as a typewriter, calculator, FAX and copier; provide information and assistance to parents, the general public and other staff members in a helpful, courteous and timely manner; communicate clearly and concisely, both orally and in writing; understand and follow oral and written directions; and prepare clear and concise reports.

Employment Standards

Any combination equivalent to sufficient experience, training and/or education to demonstrate the skills, knowledge and abilities listed above. Typically, this would be gained through:

Experience: Two years of increasingly responsible office management or attendance experience. Experience working in a lead capacity and/or with school age children is highly preferred.

Education: Equivalent to the completion of an Associate degree.

Certificate & Licenses

None specified

Continuing Educ./Training

District Mandated Trainings

Clearances

Criminal Background Clearance

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 50% sitting, 30% walking, 20% standing. This job is performed in a generally clean and healthy environment.

Appointment

In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of six (6) months during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

PC Approved Date

12/8/2022

FLSA Status

Non-exempt

Salary Range

19.0

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Approval of an Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Valerie Cahue (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for an Emergency BCLAD, as described under Education Code 44253.3, for Valerie Cahue to serve as a Dual Language Instruction (DLI) first grade teacher at Curren School for the 2022-23 school year until the employee receives a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency BCLAD for Valerie Cahue for the 2022-23 school year, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for Joanne Kim 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 Joanne Kim to serve as a Speech Language Pathologist as assigned by the Special Education 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 Speech Language Pathology, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for the 2022-2023 School Year for Linda Hernandez Quintana (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a *Variable Waiver for Multiple Subject, BCLAD, Basic Skills*, as described under Education Codes 44252b and 44253.3 for **Linda Hernandez Quintana** to serve as a first grade, DLI teacher at McKinna Elementary School for the 2022-23 school year, until the employee completes a credential program and meets basic skills.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Waiver for Multiple Subject, BCLAD, Basic Skills for Linda Hernandez Quintana, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 2023

Agenda Section: Section D: Action Items

Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Valerie J. Mitchell (Aguilera-Fort)

The employment agreement for Valerie J. Mitchell as Assistant Superintendent, Business & Fiscal Services, is presented for the Board's consideration.

FISCAL IMPACT:

\$185,000.00 per year for the term of the attached agreement, to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees ratify the employment agreement for Valerie J. Mitchell as Assistant Superintendent, Business & Fiscal Services, as presented.

ADDITIONAL MATERIALS:

Attached: [Employment Agreement \(9 pages\)](#)

EMPLOYMENT AGREEMENT FOR
ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 18th day of January 2023, by and between the Board of Trustees (“Board”) of, and on behalf of, the Oxnard School District (“District”), and Valerie J. Mitchell (“Assistant Superintendent”), and constitutes a binding agreement between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. **TERM OF AGREEMENT:** The District hereby employs Valerie J. Mitchell as the District’s Assistant Superintendent for a term commencing January 1, 2023 and ending June 30, 2025, subject to the terms and conditions set forth herein.

2. **DUTIES AND RESPONSIBILITIES**
 - 2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent of Business and Fiscal Services as imposed by the laws of the state of California and as further described in the District’s job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.

 - 2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

 - 2.3 The Assistant Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

 - 2.4 The Assistant Superintendent shall have a work year consisting of 246 workdays plus 15 legal and school holidays.

 - 2.5 The Assistant Superintendent shall also perform such other duties that are consistent with her qualifications as may be assigned to her from time to time by the District Superintendent.

3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent's performance of her duties under this Agreement.
4. **SALARY:**
 - 4.1 The salary of the Assistant Superintendent shall be one hundred eighty-five thousand dollars and no cents (\$185,000.00) per year for the term of this Agreement, payable on the last working day of each calendar month.
 - 4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by July 1st, of each year of this Agreement. The Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.
5. **HEALTH BENEFITS:**
 - 5.1 The Assistant Superintendent may participate in the District- provided health and welfare benefits at the same level provided to classified management employees of the District.
6. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.
7. **VACATION:**
 - 7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of

thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid by July 31st of each year of this Agreement.

- 7.2 In addition, the Assistant Superintendent is entitled to the same holidays granted classified management employees.
- 7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.
8. **EXPENSES:** In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent's duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.
9. **TRANSPORTATION:** The Assistant Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.
10. **PROFESSIONAL GROWTH**
 - 10.1 The District encourages the Assistant Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the Superintendent her appraisal of the meetings. All out-of- state travel must be approved by the Board of Trustees.
 - 10.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
 - 10.3 The Assistant Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
 - 10.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures,

for necessary expenses incurred for those activities described in Article 10.

- 10.5 The District shall pay the Assistant Superintendent's annual dues to two (2) professional organizations of the Assistant Superintendent's choice.

11. PROFESSIONAL LIABILITY

11.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.

11.2 The provisions of Article 11 shall not apply to any action brought against the Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 13 below.

13. REPORTING AND EVALUATION

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

14. REPRESENTATION AND WARRANTIES

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise

and that these representations and warranties shall survive the execution of this Agreement.

- 14.2 The Assistant Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.
- 14.3 The Assistant Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

15. TERMINATION OF EMPLOYMENT

- 15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.
- 15.2 Termination for Cause
 - 15.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:
 - 15.2.2 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.
 - 15.2.3 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
 - 15.2.4 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.
 - 15.2.5 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible “for cause” termination under federal or California law.
 - 15.2.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in

law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

15.3 Termination At Will/ Without Cause

15.3.1. The District reserves the right to terminate this Agreement "at will," without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.

15.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.

15.3.3 The Assistant Superintendent agrees that the liquidated damages described in Article 15.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.

15.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.2, the Assistant Superintendent shall:

15.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

15.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

15.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that

section 1542 provides, in part:

“A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor.”

- 15.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.
- 15.3.6 The District shall not be required to pay the liquidated damages described in Article 15.3.2 in the event that the Assistant Superintendent exercises her right to unilaterally terminate this Agreement.
- 15.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Superintendent in writing, her intention to do so.
- 15.3.8 Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of the Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.
16. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Assistant Superintendent with notification of its intent not to renew the Agreement in writing and delivered not later than forty-five (45) days prior to the termination date of this Agreement including any and all amendments.

This agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Assistant Superintendent

at least forty-five (45) days prior to its expiration.

17. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
18. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
19. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies \are hereby made a part of this Agreement as though fully set forth at this point.
20. VENUE. If a dispute is arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
21. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
22. COUNTERPARTS. The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of Business and Fiscal Services of the Oxnard School District.

Date of Acceptance: _____, 2023

Valerie J. Mitchell

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 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:

- November 2, 2022 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 November 2 2022 Regular Board Meeting \(10 pages\)](#)

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. Monica Madrigal Lopez, Member
Ms. Debra M. Cordes, Member
Ms. MaryAnn Rodriguez, Member

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, November 2, 2022

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

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of 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

November 2, 2022

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees Debra Cordes, Monica Madrigal Lopez, MaryAnn Rodriguez, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Interim Assistant Superintendent Valerie Mitchell, and Administrative Assistant Monica Noriega.

A.2. Pledge of Allegiance to the Flag

Ritchen students Joseph Martin, 5th grader in Ms. Garcia's class, Jahkahri Sturup, 3rd grader in Ms. Mc Carthy Ritchie's class, and Sierra Latiff, 3rd grader in Ms. Mc Carthy Ritchie's class, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Alice Lawrence, 5th grade student in Ms. Ullrich's class at Ritchen School, read the district's Vision in English. Eleanor Gonzalez, 5th grade student in Ms. Ullrich's class at Ritchen School, read the district's Vision in Spanish. Carlos Razo and Mila Juanes, 5th grade students in Ms. Ullrich's class at Ritchen School, read the district's Mission in English. Natalia Ochoa, 5th grade student in Ms. Ullrich's class at Ritchen School, read the district's Mission in Spanish.

A.4. Presentation by Ritchen School

Mr. Nauman Zaidi, Principal, provided a presentation about Ritchen School.

A.5. Adoption of Agenda (Superintendent)

The Agenda was adopted with the following changes:

- Item 2.- Second Reading and Adoption of Revisions to E 9270 Conflict of Interest (Mitchell) needs to be renumbered to item number F.1.
- Item C.9. – Approval of Agreement #22-165 – Hip Hop Mindset (Aguilera-Fort/Shea) needs to be PULLED from the agenda.
- Item D.4. – Approval of Revised District Mission and Vision (Aguilera-Fort) needs to be PULLED from the agenda, to be brought back at a future date.

Motion #22-64 Adoption of Agenda as Amended

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt as Amended

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

November 2, 2022

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

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

There were no comments.

A.7. Closed Session

The Board convened to Closed Session at 5:28 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

Consider the Request to Expel Student:

Case No. 22-01 (Action Item)

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

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

The Board reconvened to open session.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-65 Suspension of Enforcement of Expulsion in Case #22-01 – District Admin to Assign Student to Appropriate Site within District

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

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Suspend

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

A.10. Adoption and Presentation of Resolution #22-09 "School Psychology Awareness Week 2022" November 7-11, 2022 (DeGenna/Jefferson)

The Board of Trustees read out and adopted Resolution #22-09 in recognition of "School Psychology Awareness Week 2022" November 7-11, 2022.

Motion #22-66 Adoption of Resolution #22-09 "School Psychology Awareness Week 2022" November 7-11, 2022

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

A.11. Report on Independent Study 2022-23 (DeGenna/Thomas)

Dr. Ana DeGenna, Associate Superintendent, Educational Services and Ms. Anna Thomas, Director of School Performance and Student Outcomes, provided a presentation regarding the district's Independent Study program for the Board's information.

A.12. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Superintendent Aguilera-Fort introduced Ms. Terry Lopez, newly appointed Assistant Principal at Brekke and Ritchen Schools.

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.

B.2. Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Carroll)

Pursuant to Government Code Section 3547, a public hearing was conducted to sunshine the Oxnard Educators Association's (OEA) and the Oxnard School District's (District) Initial Proposals for 2022-2023 negotiations and request the Board's authorization for the district to

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

enter into contract negotiations for the 2022-2023 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #22-67 Authorization for the District to Enter into Contract Negotiations for the 2022-2023 School Year and any Additional Years, as may be Mutually Agreed Upon by the Parties

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Authorize

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #22-66 Approval of Consent Agenda as Amended

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve as Amended

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

C.1. Acceptance of Gifts (DeGenna/Jefferson)

As presented.

C.2. Setting of Date for Public Hearing – Request for Approval to Submit General Waiver Request – Term Limits for Bond Oversight Committee (Mitchell)

As presented.

C.3. Adoption of Resolution #22-10 Biennial Review of Conflict of Interest Code (Mitchell)

As presented.

C.4. Ratification of the Oxnard School District’s (District) and Oxnard Educators Association’s (OEA) 2022-2023 Memorandum of Understanding, Agreement #22-166, re: Home/Hospital Instruction Hourly Rates (Carroll)

As presented.

C.5. Personnel Actions (Carroll/Torres)

As presented.

C.6. Establishment and Abolishment of Positions (Carroll/Torres)

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

As presented.

C.7. Approval of Senior Human Resources Analyst Salary Reallocation (Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.8. Approval of Agreement #22-161, Porfirio Gutierrez (DeGenna/Ruvalcaba)

To provide a presentation to families at Lemonwood Elementary School on November 8, 2022 focusing on the Mixteco and Zapoteco indigenous groups, in the amount not to exceed \$3,000.00, to be paid out of Supplemental Concentration Funds.

C.9. Approval of Agreement #22-165, HipHop Mindset (Aguilera-Fort/Shea)

Pulled from agenda.

C.10. Approval of Agreement #22-164, School Services of California (Aguilera-Fort/Mitchell)

To conduct an organizational review of the Human Resources Department, November 3, 2022 through September 30, 2023, in the amount not to exceed \$55,000.00, to be paid from the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.11. Ratification of Agreement #22-162 – University of La Verne (Carroll)

To provide fieldwork experience through directed teaching, practicum experience, and/or fieldwork to students enrolled in the University's undergraduate and graduate programs, September 15, 2022 through September 14, 2025, at no cost to Oxnard School District.

C.12. Ratification of Agreement #22-149 – Cinnamon Hills Youth Crisis Center (DeGenna/Jefferson)

For Non-Public School (NPS) services for Student MP042409 during the 2022-2023 school year, including Extended School Year, in the amount of \$178,545.21, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #22-157 – HopSkipDrive, Inc. (Mitchell/Galvan)

To supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, July 1, 2022 through June 30, 2023, in the amount not to exceed \$100,000.00, to be paid out of the General Fund.

C.14. Ratification of Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)

To provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's, July 1, 2022 through June 30, 2023, in the amount \$834,624.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Consideration of Employment Agreement: Assistant Superintendent, Human Resources – Dr. M. Natalia Torres (Aguilera-Fort)

Superintendent Aguilera-Fort presented the employment agreement for Dr. M. Natalia Torres as Assistant Superintendent, Human Resources, was presented for the Board's consideration.

Motion #22-67 Approval of Employment Agreement Between Oxnard School District and Dr. M. Natalia Torres, Assistant Superintendent, Human Resources

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

D.2. Adoption of Resolution #22-11 Authorizing Award of Sole Source Contract (Mitchell/Miller)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, presented Resolution #22-11 Authorizing Award of Sole Source Contract for the Board's consideration.

Motion #22-68 Adoption of Resolution #22-11 Authorizing Award of Sole Source Contract

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

D.3. Approval of SPSA for 2022-2023 School Year - School Plans for Student Achievement - Fremont School (DeGenna/Thomas)

Dr. Ana DeGenna, Associate Superintendent, Educational Services and Ms. Anna Thomas, Director of School Performance and Student Outcomes, presented the School Plan for Student Achievement (SPSA) for Fremont School for the 2022-2023 School Year for the Board's consideration.

Motion #22-69 Approval of School Plan for Student Achievement (SPSA) for Fremont School for the 2022-2023 School Year

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Absent: 1 - Jarely Lopez

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

Motion Result: Passed

D.4. Approval of Revised District Mission and Vision (Aguilera-Fort)

Pulled from agenda.

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- October 19, 2022 Regular Meeting

Motion #22-70 Approval of Minutes of Board Meetings as Presented – October 19, 2022
Regular Meeting

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.2. Second Reading and Adoption of Revisions to E 9270 Conflict of Interest (Mitchell)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, presented the revisions to Board Policy E 9270 Conflict of Interest for second reading and adoption.

Motion #22-71 Adoption of Revisions to E 9270 Conflict of Interest

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Student Profile
- OSD Strategic Plan
- National Summer Learning Association
- Emergency Operations Preparedness Bootcamp

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

- Brekke, Harrington, & Lemonwood Trunk or Treat Events
- Remembering Kent Patterson

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

Debra Cordes

- Condolences to family of Kent Patterson
Thank you to Oxnard Performing Arts Center, The Collection, and Parks and Rec for Trunk or Treat Events
- Oxnard Empowers

Monica Madrigal Lopez

- Dia de los Muertos; acknowledgement of loved ones that have passed

MaryAnn Rodriguez

- Attended Harrington's Trunk or Treat

Veronica Robles-Solis

- Attended Harrington's Trunk or Treat

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:25 p.m.

Motion to adjourn.

Mover: Debra Cordes

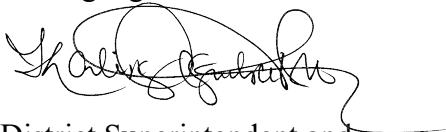
Secunder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Monica Madrigal Lopez, Debra Cordes

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 18th day of January, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 2, 2022, 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. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP 4030: Nondiscrimination in Employment (Torres/Carroll)

The policy has been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4030: Nondiscrimination in Employment, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4030_ Nondiscrimination In Employment_update \(ten pages\)](#)

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, ethnicity, nationality, religion, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410—Nondiscrimination in District Programs and Activities)

(cf. 4032—Reasonable Accommodation)

(cf. 4033—Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11—Sexual Harassment)

(cf. 4119.41/4219.41/4319.41—Employees with Infectious Disease)

(cf. 4154/4254/4354—Health and Welfare Benefits)

(cf. 5145.7—Sexual Harassment)

The Board of Trustees is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

~~The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4154/4254/4354—Health and Welfare Benefits)~~

~~Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the~~

individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

(cf. 4033—Lactation Accommodation)

Prohibited discrimination or harassment consists of unwelcome conduct, whether verbal, physical, or visual, based on any of the prohibited categories of discrimination listed above that it is so severe and pervasive that it adversely affects an individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process procedures instituted pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; [2 CCR 11028](#)).

[No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign releases of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. \(Government Code 12964.5\)](#)

Any district employee who engages or participates in prohibited discrimination or harassment, or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior, shall be in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4—Dismissal)

(cf. 4118—Suspension/Disciplinary Action)

(cf. 4218—Dismissal/Suspension/Disciplinary Action)

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation should immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.

Complaints regarding employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with [AR 4031 Complaints Concerning Discrimination in Employment procedures specified in the accompanying administrative regulation.](#)

(cf. 4031—Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, **including harassment of an employee by a nonemployee**, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. **The district shall protect any employee who reports such incidents from retaliation.**

Training and Notifications

The Superintendent or designee shall **provide use all appropriate means to reinforce the district's nondiscrimination policy, including providing** training **and information** to employees about how to recognize harassment, **and** discrimination, **or other prohibited conduct**, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

(cf. 4131—Staff Development)

(cf. 4231—Staff Development)

(cf. 4331—Staff Development)

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction

2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources	Description
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease

4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Adopted: 11/02/2011

Revised: 08/24/2016; 01/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to Employee Notifications: Exhibits 4112.9, 4212.9, 4312.9-E(1) (Torres/Carroll)

The exhibits have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and yellow highlights.

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 and adopt revisions to Exhibits 4112.9, 4212.9, 4312.9-E(1): Employee Notifications, as presented.

ADDITIONAL MATERIALS:

Attached: [Exhibit 4112.9_4219.2_4312.9 Employee Notifications_Update \(15 pages\)](#)

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
<u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u>	<u>Welfare and Institutions Code 827</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u>
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<u>To all employees working with homeless families</u>	<u>42 USC 11432</u>	<u>AR 6173</u>	<u>Duties of district liaison for homeless students</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year

During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an

Education Code 44955.5

BP 4117.3

Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

employee holding a position that

requires administrative or supervisory
credential, whose services are
terminated

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education Code 48201 AR 4158
4258
4358

Student has committed specified act that constitutes ground for suspension or expulsion

To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending

5 CCR 80303

AR 4117.7
4317.7

Contents of state regulation re: report to Commission on Teacher Credentialing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district

Education Code
45113

AR 4218

Notice of charges, right to hearing, timeline for requesting hearing

By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education Code 45117 AR 4217.3

Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education Code 45117 AR 4217.3

District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

At least 60 days prior to the effective date of layoff, or by

Education Code 45117 AR 4217.3

Notice of layoff date, displacement and

April 29 for if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year
reemployment rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

IV. To Administrative/Supervisory Personnel

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
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subsequent arrest notification

To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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V. To Individual Employees Under Special Circumstances (continued)

To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations

2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees

Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement

Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances

3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries

4158

4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries

4258

Employee Security (BP and AR)

4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files

4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Adopted: 05/01/2016

Revised Date: 8/23/2017; **01/2023**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to Civil And Legal Rights – BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4119.1, 4219.1, 4319.1: Civil and Legal Rights, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4119.1_4219.1_4319.1_civil and legal rights_\(seven pages\)](#)

CIVIL AND LEGAL RIGHTS

The Board of Trustees believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties. performance of the employee's duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

(cf. 4030 – Nondiscrimination in Employment)

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

(cf. 4119.25/4219.25/4319.25 – Political Activities of Employees)

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

(~~cf. 3515—Campus Security~~)

(~~cf. 4040—Employee Use of Technology~~)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, ~~he/she~~ the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102. 7, 1102.8)

No employee shall use or attempt to use ~~his/her~~ official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that that ~~he/she~~ has subsequently been subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, ~~he/she~~ the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by ~~his/her~~ the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

For the protection against liability to apply, the act or omission must be in conformity with federal, state, and local laws and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 6736)

(cf. 3320—Claims and Actions Against the District)

(cf. 9260—Legal Protection)

The protection against liability shall not apply when: (20 USC 67367946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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
<u>Civ. Code 51</u>	<u>Unruh Civil Rights Act</u>
Ed. Code 200-262.4	
Ed. Code 44040	Discrimination based on employee's appearance before certain boards or committees
Ed. Code 44110-44114	Reporting by school employees of improper governmental activity

Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49091.24	Teacher rights to refuse evaluation/survey of personal life
Ed. Code 7050-7058	Political activities of school officers and employees
Gov. Code 12650-12656	False claims actions
Gov. Code 12940- 12951 12953	Discrimination prohibited; unlawful practices
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.5	Interference with employee's rights prohibited
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825.6	Indemnification of public entity
Lab. Code 1102.5-1106	Whistleblower protections

California Constitution Article 1, Section Inalienable rights 1

Federal

18 USC 16

20 USC 1681-1688

~~20 USC 6731-6738~~7941-7948

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

U.S. Constitution First Amendment

Management Resources

Court Decision

Court Decision

Court Decision

Court Decision

Description

Crime of violence defined; definition

Title IX of the Education Amendments of 1972; discrimination based on sex

Teacher liability protection

Americans with Disabilities Act

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

Free exercise, free speech, and establishment clause

Description

New Jersey Kennedy v. T.L.O., (1985) 468

U.Bremerton (2022) 142 S. 325 Ct. 2407

O'Conner New Jersey v. Ortega, (1987) 480 T.L.O. (1985) 469 U.S. 709 325

O'Conner v. Ortega (1987) 480 U.S. 709 CSU San Diego, (2007) 56 Cal.Rptr.3d 111

Ohton v. CSU San Diego (2007) 56 Cal.Rptr.3d 111 Ceballos, (2006) 543 U.S. 1186

Court Decision [Garcetti v. Ceballos \(2006\) 547 U.S. 410](#) [Crosier, \(2012\) 205 Cal.App.4th 685](#)

Court Decision [Hartnett v. Crosier \(2012\) 205 Cal.App.4th 685](#); [\(2011\) 658 F.3d 954](#)

[Website](#) [Court Decision](#) [Johnson v. Poway Unified School District](#) [CSBA District and County Office of Education Legal Services \(2011\) 658 F.3d 954](#)

Website California Office of the Attorney General

Cross References

Code	Description
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3515	Campus Security
3515	Campus Security
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4140	Bargaining Units
4144	Complaints
4144	Complaints
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4232	Publication or Creation of Materials
4236	Nonschool Employment
4240	Bargaining Units
4244	Complaints
4244	Complaints
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4332	Publication or Creation of Materials

4336	Nonschool Employment
4340	Bargaining Units
4344	Complaints
4344	Complaints
9260	Legal Protection

Adopted: 03/01/2004

Revised: ~~07/01/2012;~~ January 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

**Second Reading and Adoption – Revisions to BP 4140/4240/4340: Bargaining Units
(Torres/Carroll)**

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4140/4240/4340: Bargaining Units, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4140_4240_4340 Bargaining Units \(nine pages\)](#)

BARGAINING UNITS

The Board of Trustees recognizes the right of district employees to form a bargaining unit, and to select an employee organization as the exclusive representative of their unit, and be represented by that organization to represent the employees in their the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~(cf. 4143/4243—Negotiations/Consultation)~~

~~Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.~~

Formation of Bargaining Units

~~The Board shall negotiate only with the exclusive representative of each bargaining unit. (Government Code 3543.3)~~

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

~~A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)~~

~~For this purpose, *supervisory employee* means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)~~

~~The district shall not dominate or interfere with the formation or administration of any employee Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their~~

membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 – Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such in the employment relationship with the district, such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1)

~~1.~~ Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

~~2.~~ Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 – Administrative Staff Organization)

~~3.~~ Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment _{7z} certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment _{7z} classified employees
Ed. Code 45220-45320	Merit system _{7z} classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement

Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	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
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves

9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Adopted: 11/01/2011

Revised: 12/01/2020; **January 2023**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 18, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP 4216: Probationary/Permanent Status (Torres/Carroll)

The policy has been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the revisions to BP 4216: Probationary/Permanent Status, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD BP 4216 Prob_Perm_status \(two pages\)](#)

PROBATIONARY/PERMANENT STATUS

The Board of Trustees desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months or 130 days whichever is longer of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.~~

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

~~(cf. 4215 – Evaluation/Supervision)~~

~~The Superintendent or designee may dismiss an employee during the initial probationary period.~~

~~The district may, without cause, dismiss a new employee during the probationary period.~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed ~~six months or 130 days whichever is longer of service in that position~~ the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which ~~the employee~~ he/she was promoted. (Education Code 45113, 45301)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

Management Resources	Description
Website	California School Employees Association

Cross References

Code	Description
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361.11	Industrial Accident/Illness Leave

Adopted: 06/01/1996
 Revised: 10/01/2019; January 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 18, 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: January 18, 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: January 18, 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, January 13th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A