

# 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

## AGENDA REGULAR BOARD MEETING Wednesday, November 16, 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](https://osdtv.oxnardsd.org)

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

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

November 16, 2022

**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:

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

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

Ms. Diana Perez, Principal, Rose Avenue Elementary, will introduce Jaden Rea, 2nd grade student in Ms. De Loa-Cahue's class at Rose Avenue Elementary, 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 Jennifer Lopez, 5th grade student in Ms. Roth's class at Rose Avenue Elementary and in Spanish by Janelly Avalos Ramirez, 3rd grade students in Ms. Romero's class at Rose Avenue Elementary.

**A.4. Presentation by Rose Avenue Elementary School**

Ms. Diana Perez, Principal, Rose Avenue Elementary School, will provide a short presentation to the Board regarding Rose Avenue Elementary. 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:

Cordes \_\_ , Madrigal Lopez \_\_ , Rodriguez \_\_ , 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. 2022080904
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- Anticipated Litigation:

---

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

- 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
  4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
    - Public Employee(s) Evaluation
      - Superintendent

**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.

**B.2. Public Hearing: Request for Approval to Submit General Waiver Request for Term Limits for Bond Oversight Committee (Mitchell)**

Following this Public Hearing, it is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve the submission of a waiver of Education Code Section 15282(a) to the California Department of Education in order to allow three members of the Measure D Citizens Bond Oversight Committee to continue to serve past their current terms.

---

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**Section C: CONSENT AGENDA**

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

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

**C.1. Personnel Actions (Carroll/Torres)**

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

**C.2. Establishment of Position (Carroll/Torres)**

It is the recommendation of the Director of Certificated Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment of the position, as presented.

**C.3. Enrollment Report (Mitchell)**

District enrollment as of October 31, 2022 was 14,185, this is 240 less than the same time last year.

**C.4. Purchase Order/Draft Payment Report #22-03 (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 #22-03 as submitted.

**C.5. Rejection of Liability Claim: GHC0047040 (Carroll/Magaña)**

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Director of Certificated Human Resources and the Risk Manager that the Board of Trustees agree to reject Claim No. GHC0047040. There is no expected fiscal impact from this claim.

---

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

## **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

### **C.6. Approval of Agreement #22-170 – Sterling Venue Ventures, LLC (DeGenna)**

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-170 with Sterling Venue Ventures, LLC., for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies which will be held at the Oxnard Performing Arts Center on Thursday, June 15, 2023, in the amount not exceed \$6,500.00, to be paid out of the Unrestricted General Fund.

### **C.7. Approval of Agreement #22-173 – San Diego County Superintendent of Schools (DeGenna/Fox)**

It is the recommendation of the Director of Teaching and Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-173 with San Diego County Superintendent of Schools, to provide virtual and in-person Professional Development for Dual Language Middle School teachers during the 2022-23 school year, in the amount not to exceed \$5,900.00, to be paid out of LCAP 1.3 Funds.

### **C.8. Approval of Agreement #22-175 – Island Packers (DeGenna/Higa)**

It is the recommendation of the Principal, Frank Academy and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-175 with Island Packers, to provide Frank Marine Science 7<sup>th</sup> and 8<sup>th</sup> grade students an educational experience that connects with their Marine Science Curriculum, on Friday, February 10, 2023, in the amount of \$2,860.00, to be paid out of Title 1 funds.

### **C.9. Approval of Overnight Field Trip and Agreement #22-183 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (DeGenna/Hokla)**

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #22-183 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, for Ninety (90) 6th grade students from Juan Soria School, who will participate in an instructional program of Outdoor Science & Conservation Education at Camp Whittier in Santa Barbara, December 12-15, 2022, at no cost to the Oxnard School District.

### **C.10. Approval of Agreement #22-188 – Salus Campus Solutions (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-188 with Salus Campus Solutions, provide professional development training to Oxnard School District Campus Assistants specific to each site's Comprehensive Safety Plan, November 17, 2022 through June 30, 2023, amount not to exceed \$60,000.00, to be paid out of LCAP 2.6, Block Grant funds.

## **Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

### **C.11. Ratification of Amendment #1 to Agreement #22-129 – The Stepping Stones Group, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-129 with The Stepping Stones Group, LLC., to increase the allocation for additional staff based on unfilled direct hire positions, August 24, 2022 through June 30, 2023, in the amount of \$250,000.00, to be paid out of Special Education funds.

**C.12. Ratification of Agreement/MOU #22-167 – St. Anthony’s School (DeGenna/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-167 with St. Anthony’s School, to provide services to St. Anthony’s School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year, in the amount of \$3,807.00, to be paid out of Title III Allocation funds.

**C.13. Ratification of Agreement/MOU #22-168 – Santa Clara Elementary School (DeGenna/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-168 with Santa Clara Elementary School, to provide services to Santa Clara Elementary School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year, in the amount of \$3,645.00, to be paid out of Title III Allocation funds.

**C.14. Ratification of Agreement/MOU #22-169 – Our Lady of Guadalupe School (DeGenna/Thomas)**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-169 with Our Lady of Guadalupe School, to provide services to Our Lady of Guadalupe School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year, in the amount of \$4,374.00, to be paid out of Title III Allocation funds.

**C.15. Ratification of Agreement #22-172 - Ventura County Office of Education/SELPA (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-172 with Ventura County Office of Education, to provide behavior consultation to support classroom management skills and behavior management in the classroom. Social/Emotional Services Specialists (SESS) are able to provide more directed behavior and/or social emotional support for general education students, July 1, 2022 through June 30, 2023, in the amount not to exceed: \$156,000.00, to be paid out of MAA Funds.

**C.16. Ratification of Agreement #22-174 – LEGO Education (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-174 with LEGO Education, to provide professional development to Oxnard School District teachers and After School Program staff, October 19, 2022 through May 31, 2023, in the amount not to

---

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

exceed \$75,900.00, to be paid out of ELOP funds.

**C.17. Ratification of Agreement #22-176 - Ventura County Office of Education- Wellness Center (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-176 with Ventura County Office of Education, to provide District training, coaching, and the coordination of integrated services between District, Ventura County Behavioral Health, and community-based agencies. VCOE will provide District ongoing technical assistance for project implementation. Oxnard School District will receive \$168,339.90 annually for services rendered.

**C.18. Ratification of Agreement #22-177 – Arizona State University (Carroll)**

It is the recommendation of the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-177 with Arizona State University to provide fieldwork experiences through direct teaching in an effort to enable an educational experience that may qualify for University academic credit, November 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

**Section D: ACTION ITEMS**

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

**D.1. Approval of a Variable Term Service Waiver in Speech Language Pathology for Bianca Hurst for the 2022-23 School Year (Carroll)**

It is the recommendation of the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Bianca Hurst, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.2. Approval of New Job Description: Mental Health Coordinator (Carroll/Nocero)**

It is the recommendation of the Director, Certificated Human Resources and the Director, Pupil Services that the Board of Trustees approve the job description for Mental Health Coordinator, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

## **Section F: BOARD POLICIES**

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

### **F.1. First Reading - AR and Exhibits 1312.4: Williams Uniform Complaint Procedures (Carroll)**

Revisions to Administrative Regulation (AR) and Exhibits 1312.4: Williams Uniform Complaint Procedures are presented for first reading. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.2. First Reading - BP & AR 4119.11: Title IX Sexual Harassment (Aguilera-Fort)**

Revisions to Board Policy (BP) and Administrative Regulation (AR) 4119.11: Title IX Sexual Harassment are presented for first reading. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.3. First Reading - New AR & E 4119.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)**

The New Administrative Regulation (AR) and Exhibit (E) 4119.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.4. First Reading - BP & AR 4219.11: Title IX Sexual Harassment (Aguilera-Fort)**

Revisions to Board Policy (BP) and Administrative Regulation (AR) 4219.11: Title IX Sexual Harassment are presented for first reading. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.5. First Reading - New AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)**

The New Administrative Regulation (AR) and Exhibit (E) 4219.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.6. First Reading - BP & AR 4319.11: Title IX Sexual Harassment (Aguilera-Fort)**

Revisions to Board Policy (BP) & Administrative Regulation (AR) 4319.11: Title IX Sexual Harassment are presented for first reading. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.7. First Reading - New AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)**

The New Administrative Regulation (AR) and Exhibit (E) 4319.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

### **F.8. First Reading - BP & AR 5145.7: Title IX Sexual Harassment (Aguilera-Fort)**

Revisions to Board Policy (BP) & Administrative Regulation (AR) 5145.7: Title IX Sexual Harassment are presented for first reading. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

## **Section G: CONCLUSION**

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

---

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

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:

Cordes \_\_\_\_, Madrigal Lopez \_\_\_\_, Rodriguez \_\_\_\_, 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 Thursday, November 10, 2022.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**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:** November 16, 2022

**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. 2022080904
    - 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
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Evaluation
    - Superintendent

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**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:** November 16, 2022

**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:** November 16, 2022

**Agenda Section:** Section B: Hearing

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section B: Hearing

### **Public Hearing: Request for Approval to Submit General Waiver Request for Term Limits for Bond Oversight Committee (Mitchell)**

---

The Measure D Citizens Bond Oversight Committee (CBOC) is the citizens' oversight body for \$142.5 million in General Obligation bonds for the Oxnard School District. Per Education Code Section 15282(a), *"The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than three consecutive terms."* Under the terms of EC 15282(a), Mr. John Jay, Taxpayer's Association, Ms. Lisa Latimer, Community At-Large, and Mr. Will Ray Jr., PTA Parent/Guardian on the CBOC, will reach the end of their third term at the end of January 2023.

The Administration is requesting the Board's authorization to apply for a waiver of EC 15282(a) in order to allow the District to benefit from the outstanding expertise and contributions of the abovementioned individuals during the next phases of the building program. Approval of this waiver will help preserve continuity and enable these experienced members to continue to provide advice and guidance to the CBOC and to the District. Additionally, it has proven a challenge in the past to find members that are willing to make this commitment; the current group has been a good "fit". They have been consistent in their involvement with this Committee, and have expressed their willingness to continue to serve.

In past years, the California Department of Education (CDE) converted to an automated process for submission of waivers. Staff will submit the waiver information into CDE's online system upon receipt of Board approval.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve the submission of a waiver of Education Code Section 15282(a) to the California Department of Education in order to allow three members of the Measure D Citizens Bond Oversight Committee to continue to serve past their current terms.

#### **ADDITIONAL MATERIALS:**

**Attached:** [CBOC Membership List & History of Terms \(1 page\)](#)  
[Notice of Public Hearing \(1 page\)](#)

**OXNARD SCHOOL DISTRICT  
MEASURE D CITIZENS' BOND OVERSIGHT COMMITTEE  
HISTORY OF CURRENT MEMBERSHIP & TERMS  
As of 10/4/2022**

<i>Name</i>	<i>Representation</i>	<i>Position</i>
<i>vacancy</i>	Business Organization	
Term 1:		
Term 2:		
Term 3:		
<i>vacancy</i>	Community at Large	
Term 1:		
Term 2:		
Term 3:		
<i>vacancy</i>	Senior Citizens' Organization	
Term 1:		
Term 2:		
Term 3:		
<b>Jay, John</b>	Taxpayers' Association	Ventura County Taxpayers' Association
Term 1: 01/2017 – 01/2019		
Term 2: 02/2019 – 01/2021		
Term 3: 02/2021 – 01/2023		
<b>Latimer, Lisa (Vice-Chair)</b>	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member
Term 1: 01/2017 – 01/2019		
Term 2: 02/2019 – 01/2021		
Term 3: 02/2021 – 01/2023		
<b>Maria, Alyssa (Chair)</b>	Parent/Guardian	Parent, Soria School
Term 1: 05/2019 – 05/2021		
Term 2: 06/2021 – 05/2023		
<b>Ray, Will Jr.</b>	Parent/Guardian, PTA	Parent, PTA Board Member, McAuliffe School
Term 1: 01/2017 – 01/2019		
Term 2: 02/2019 – 01/2021		
Term 3: 02/2021 – 01/2023		

Per Citizens' Oversight Committee Bylaws: "The Committee shall consist of a minimum of seven (7) members appointed by the Board of Education...Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on January 19, 2017. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term."

Per EC 15282: "The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than three consecutive terms."



# OXNARD SCHOOL DISTRICT

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

## NOTICE OF PUBLIC HEARING

### Oxnard School District Waiver Request for Term Limit for Bond Oversight Committee

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a Public Hearing regarding the District's intent to apply for a waiver of Education Code Section 15282(a) relative to term limits for members of the Measure D Bond Oversight Committee at a regular meeting of the Board of Trustees on November 16, 2022 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider approving the submission of a waiver relative to term limits for members of the Measure D Bond Oversight Committee.

*Information concerning this matter is available from Valerie Mitchell, Interim Assistant Superintendent, Business and Fiscal Services at (805) 385-1501, ext. 2401*

*Posted locations: District Office & All Schools 10/19/22*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

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

### **Personnel Actions (Carroll/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 Director, Certificated Human Resources, and the Director, Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Certificated Personnel Actions 11.16.22 \(1 pg\).pdf](#)  
[Classified Personnel Actions 11.16.22 \(2 pgs\).pdf](#)

**CERTIFICATED PERSONNEL ACTIONS**

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

**New Hires**

Cervantes, Kristina	DLI TOSA	2022/2023 School Year
Cornell, Rebekah	SPED Moderate/Severe	2022/2023 School Year
Juarez, Paulina	School Counselor	2022/2023 School Year
McMurray, Jennifer	Intervention Specialist Provider	2022/2023 School Year
Vanasse, Roberta	Intervention Specialist Provider	2022/2023 School Year

Carrillo, Jennifer	Substitute Teacher	2022/2023 School Year
Davila, Leslie	Substitute Teacher	2022/2023 School Year
Diaz, Jessica	Substitute Teacher	2022/2023 School Year
Fernandez, Jacqueline	Substitute Teacher	2022/2023 School Year
Garner, Wendy	Substitute Admin	
Luque, Marina	Substitute Teacher	2022/2023 School Year
Moran, Benito	Substitute Teacher	2022/2023 School Year
Perez, Emmanuel	Substitute Teacher	2022/2023 School Year
Orozco, Celene	Substitute Teacher	2022/2023 School Year
Saddler, Wayne	Substitute Admin	
Wilmoth, Trevor	Substitute Teacher	2022/2023 School Year

**Resignation**

Franco, Joseph	SPED Teacher	October 31, 2022
----------------	--------------	------------------

## CLASSIFIED PERSONNEL ACTIONS

**New Hires**

Chavez, Nina	Campus Assistant, Position #3043 Sierra Linda 4.0 hrs./180 days	11/01/2022
Gaona, Graciela	Special Education Data Technician, Position #9283 Special Education 8.0 hrs./246 days	10/21/2022
Mariscal, Margarita G.	Child Nutrition Worker, Position #1829 Sierra Linda-Itinerant 5.5 hrs./185 days	10/25/2022
Rivera, Brianna M.	Health Assistant, Position #10762 Pupil Services 5.75 hrs./183 days	11/01/2022
Salgado Jaimes, Jessica V.	Child Nutrition Worker, Position #2840 Marshall 5.5 hrs./185 days	10/27/2022
Vargas Perez, Georgina	Child Nutrition Worker, Position #1267 Lemonwood-Itinerant 5.0 hrs./185 days	10/28/2022
Vasquez Cruz, Guadalupe C.	Child Nutrition Worker, Position #1828 McAuliffe-Itinerant 5.5 hrs./185 days	10/24/2022

**Limited Term/Substitutes**

Cruz, Amelia	Campus Assistant (substitute)	10/12/2022
Dailey, Barbara	Paraeducator (substitute)	10/24/2022
Mariscal, Margarita G.	Child Nutrition Worker (substitute)	10/17/2022
Melendez, Jean	Campus Assistant (substitute)	10/12/2022
Miramontes, Eva	Paraeducator (substitute)	10/24/2022
Orozco, Maricela	Campus Assistant (substitute)	10/27/2022
Rivera Ramirez, Carolina	Campus Assistant (substitute)	10/20/2022
Ruiz, Teresa	Campus Assistant (substitute)	10/27/2022

**Exempt**

Sarmina, Gabriel	Avid Tutor	10/20/2022
------------------	------------	------------

**Promotions**

Reyes, Nayeli T.	Attendance Accounting Technician, Position #1837 Marshall 8.0 hrs./210 days Office Assistant II, Position #10628 Ramona 8.0 hrs./203 days	11/14/2022
------------------	--	------------

**Transfers**

Hernandez Cedillo, Yesenia B.	School Office Manager, Position #1824 Ramona 8.0 hrs./210 days School Office Manager, Position #1820 Marshall 8.0 hrs./215 days	11/07/2022
Larios, Maria	Child Nutrition Worker, Position #2154 Kamala 5.5 hrs./185 days Child Nutrition Worker, Position #1615 Kamala 5.5 hrs./185 days	01/06/2022

Ortiz, Jennifer R.	Campus Assistant, Position #7151 Fremont 4.25 hrs./180 days Campus Assistant, Position #3065 Ramona 4.75 hrs./180 days	10/24/2022
Valerio Navarrete, Maria	Language Assessment Technician, Position #2439 Enrollment Center 5.5 hrs./246 days Language Assessment Technician, Position #2441 Enrollment Center 5.5 hrs./246 days	10/24/2022

**Return from Leave of Absence**

Conteras-Giron, Karen Gildy	Adaptive Technology Specialist, Position #2881 Marshall 8.0 hrs./183 days	11/01/2022
-----------------------------	--	------------

**Resignations**

Chavez, Giovanni	Campus Assistant, Position #6660 Curren 5.75 hrs./180 days	10/31/2022
De Loera, Candelaria N	Risk Management Specialist, Position #97 Risk Management 8.0 hrs./246 days	11/01/2022
Quezada, Alicia	Paraeducator General Education, Position #7280 Lopez 5.75 hrs./183 days	10/31/2022
Moreno Salas, Angelica	Paraeducator General Education, Position #7844 Pupil Services 5.75 hrs./183 days	10/21/2022
Robert, Simone J.	Paraeducator II, Position #2760 Lopez 5.75 hrs./183 days	09/07/2022
Sanchez, Jaime C.	Paraeducator II, Position #2235 Lopez 5.75 hrs./183 days	11/04/2022

**Retirement**

Castillo, Lazaro G.	Custodian, Position #344 Curren 8.0 hrs./246 days	12/30/2022
Tapia, Aurora C.	Campus Assistant, Position #3036 Ritchen 5.0 hrs./180 days	10/31/2022

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

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

### **Establishment of Position (Carroll/Torres)**

---

Establish

an eight-hour 246-day Accounting Specialist IV position number 11399 to be established in the Budget & Finance department. This position will be established to provide budget support to the Educational Services department.

### **FISCAL IMPACT:**

Cost for 1 Accounting Specialist IV: \$95,216 Art-Music-Instructional Material Block Grant funds

### **RECOMMENDATION:**

It is the recommendation of the Director of Certificated Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment of the position, as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Enrollment Report (Mitchell)**

---

District enrollment as of October 24, 2022 (CALPADS) was 14,181. This is 203 less than the same time last year.

District enrollment as of October 31, 2022 was 14,185. This is 240 less than the same time last year.

### **FISCAL IMPACT:**

None.

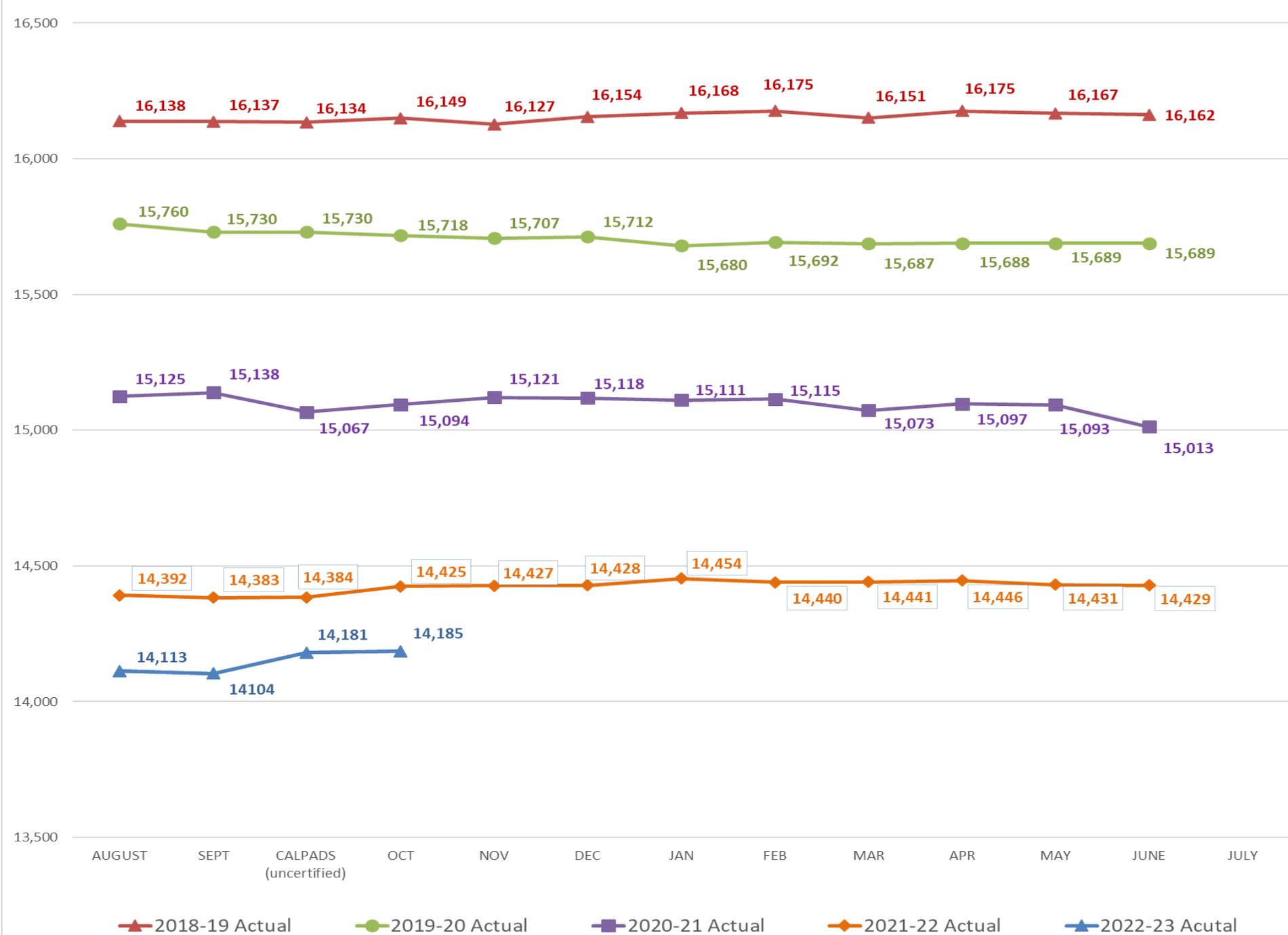
### **RECOMMENDATION:**

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:** November 16, 2022

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

### **Purchase Order/Draft Payment Report #22-03 (Mitchell /Franz)**

---

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

1. A listing of Purchase orders issued 10/06/2022 through 11/03/2022 for the 2022-2023 school year, for \$3,667,361.36.
2. There are no Draft Payments issued from 10/06/2022 through 11/03/2022, 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 #22-03 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #22-03 \(19 Pages\)](#)

## Includes Purchase Orders dated 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00020	Gold Star Foods	640	SUP	130-9320	3,860.62
NP23-00021	P And R Paper Supply Co	640	SUP	130-9320	4,887.54
NP23-00022	Gold Star Foods	640	SUP	130-9320	2,946.55
NP23-00023	Gold Star Foods	640	SUP	130-9320	1,639.28
NP23-00024	Gold Star Foods	640	SUP	130-9320	665.52
NP23-00025	P And R Paper Supply Co	640	SUP	130-9320	13,269.72
NP23-00026	Gold Star Foods	640	SUP	130-9320	9,933.00
NP23-00027	ePallet, Inc.	640	SUP	130-9320	7,427.50
NP23-00028	Gold Star Foods	640	SUP	130-9320	743.40
NP23-00029	Gold Star Foods	640	SUP	130-9320	1,946.80
NP23-00030	P And R Paper Supply Co	640	SUP	130-9320	4,413.40
NP23-00031	P And R Paper Supply Co	640	SUP	130-9320	6,577.88
NP23-00032	Gold Star Foods	640	SUP	130-9320	3,662.60
NP23-00033	P And R Paper Supply Co	640	MATL/SUP	130-9320	2,898.77
NP23-00034	Gold Star Foods	640	SUP	130-9320	216.00
NP23-00035	ePallet, Inc.	640	SUP	130-9320	7,490.52
P23-00971	SCHOOL TECH SUPPLY	044	MATERIALS & SUPPLIES	010-4300	1,111.07
P23-01623	Ventura Co Office Of Education	200	CONF (VCOE FRISK)	010-5200	1,020.00
P23-02000	DARYTON A. RAMSEY 3E CONSULTIN G GROUP	300	SERV/SUPP CONCENTRATION	010-5800	153,000.00
P23-02001	BEHAVIOR INSIGHTS INC	380	SERV	010-5800	20,000.00
P23-02002	Univ Of Southern California De pt. of Otolaryngology	380	SERV	010-5800	5,000.00
P23-02003	Gopher Sport	355	SERV/ED EFFECT BLOCK GRANT	010-5800	15,000.00
P23-02004	GLEND A. MAHON dba ACTION PRE PAREDNESS TRAIN	380	SERV (GOAL 2, ACTION 9)	010-5800	11,600.00
P23-02005	Learning Without Tears	345	SERV/UPK (1.09)	010-5800	1,200.00
P23-02006	SPSG INC.	385	SERV/LCSP (GOALS 2.3)	010-5800	180,000.00
P23-02007	Lakeshore Learning Materials	380	Materials & supplies for new classroom (LPAC 1.3)	010-4300	2,977.38
P23-02008	SOS Survival Products	610	Emergency Food and Water	010-4300	10,187.50
P23-02009	Petroleum Telcom Inc DBA Telec om	315	MTRL/SUPL LCAP 1.6	010-4300	9,456.04
P23-02010	Rochester 100, Inc	032	Mat/Sup - Instructional	010-4300	491.08
P23-02011	PANERA BREAD COMPANY PANERA LL C	053	SIP day	010-4300	577.93
P23-02012	SCHOOL TECH SUPPLY	600	COMP SUP- pens	010-4318	341.19
P23-02013	Lakeshore Learning Materials-V	066	MATL/SUP-Instructional (J. Reyes)	010-4300	125.00
P23-02014	PEEBEE & JAY PH	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	140.71
P23-02015	LEADERSHIP ASSOCIATES	100	SERV	010-5800	17,000.00
P23-02016	Ventura Co Office Of Education	380	SERV (GOAL 2, ACTION 9)	010-5800	18,000.00
P23-02017	Ventura Co Office Of Education	380	SERV (RR103108)	010-5100	1,562.75
				010-5800	25,000.00
P23-02018	Ventura Co Office Of Education	380	SERV (IH081410)	010-5800	15,381.25

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

Page 1 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02019	Ventura Co Office Of Education	380	SERV (DP010810)	010-5100 010-5800	10,352.80 25,000.00
P23-02020	Ventura Co Office Of Education	380	SERV (SR112811)	010-5100 010-5800	49,249.44 25,000.00
P23-02021	Ventura Co Office Of Education	380	SERV (IO111109)	010-5800	16,318.58
P23-02022	Ventura Co Office Of Education	380	SERV (JN090409)	010-5800	18,323.75
P23-02023	Ventura Co Office Of Education	380	SERV (DG052310)	010-5100 010-5800	6,652.22 25,000.00
P23-02024	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	380	SERV	010-5818	2,777.00
P23-02025	Ventura Co Office Of Education	380	SERV (AC080310)	010-5100 010-5800	6,538.25 25,000.00
P23-02026	Ventura Co Office Of Education	380	SERV (JM111710 - ASL SERVICES)	010-5100 010-5800	89,300.00 25,000.00
P23-02027	Phillip J Collins Collins Busi ness Eupment	380	Repairs for machines	010-4300 010-5632	1,000.00 1,000.00
P23-02028	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	300	SERV LCAP 1.11	010-5800	152,855.55
P23-02029	Read Naturally, Inc	044	COMPUTER SUPPLIES AND SOFTWARE	010-5818	690.00
P23-02030	PROFESSIONAL BINDING PRODUCTS	055	Matl/Supp-Instructional	010-4300	230.43
P23-02032	N2Y	380	Software (LCAP 1.30)	010-5818	6,837.60
P23-02033	Orange Co Dept Of Education	380	CONF (LCAP 2.9) HUIZAR AMARO	010-5200	150.00
P23-02034	NETWORK CRAZE TECHNOLOGIES INC	385	CISCO IP PHONE CP-8811-K-9 FOR EXT 2161	010-4300	249.07
P23-02035	American Speech Language Heari ing Assoc.	380	ASHA conference regiatration (LCAP 1.13)	010-5200	440.00
P23-02036	FOLLETT SCHOOL SOLUTIONS, INC	054	matl/supplies-instructional	010-4300	1,747.30
P23-02037	American Safety Council, Inc.	630	Conference / Ruben Estrada	010-5200	1,195.00
P23-02038	TRI-SIGNAL INTEGRATION, INC.	630	Prof Service / Ramona	010-5800	500.00
P23-02039	Power Machinery Center	003	Fork Lift Repair	010-5632	667.86
P23-02040	World's Finest Chocolate, Inc	054	matl/sup-instructional	010-4300	3,395.00
P23-02041	Notable, Inc. (Kami)	051	SUBSCRIPTIONS	010-5818	99.00
P23-02042	Every Special Child LLC	380	SERV(PARA-Y. LOPEZ)	010-5100	73,200.00
P23-02043	Office Depot Bus Ser Div	380	MAT/SUPP (LCAP 1.13)	010-4300	755.88
P23-02044	Ferguson Enterprises Inc	630	Plumbing Materials and Supplies	010-4325	3,813.23
P23-02045	OLD NEW YORK BAGEL & DELI CO I NC.	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	770.59
P23-02046	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / Rose Ave	010-5800	2,500.00
P23-02047	EAZEL ENTERPRISES INC NAPALM I NC	032	Matl/Sup - Instructional	010-4300	1,505.91

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 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02048	EAZEL ENTERPRISES INC NAPALM I NC	032	Mat/Sup - Instruction	010-4300	206.10
P23-02049	SCHOLASTIC-MAGAZINES	066	MATL/SUP-Instructional	010-4300	2,473.08
P23-02050	HEZE LLC dba HATHASPACE	630	HVAC Materials and Supplies	010-4323	62,673.83
P23-02051	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	RENTAL (KAMALA CHILLER)	010-5600	54,261.00
P23-02052	Walmart	335	Mat/Sup - Instruction	010-4300	1,092.50
P23-02053	La Playa Soul Kitchen	051	MAT/SUPPLIES (ADMIN)	010-4300	297.56
P23-02054	Demco Inc	058	Library materials	010-4300	289.44
P23-02055	EACCESS SOLUTIONS, INC HONEYWE LL STORE	630	HVAC Materials and Supplies	010-4323	19,611.58
P23-02056	TRI-SIGNAL INTEGRATION, INC.	630	Prof Service / McAuliffe	010-5800	1,250.00
P23-02057	EL POLLO NORTENO INC	060	Professional Development Refreshment October 11th	010-4300	452.30
P23-02058	FARMIVORE INC	640	SUP	130-4700	40,000.00
P23-02059	Pepperdine University	380	CONF (JEFFERSON) LCAP 1.13	010-5200	5,200.00
P23-02060	COURTYARD MARRIOTT RANCHO BERN ARDO	630	Hotel Travel Conf. / Ruben Estrada.	010-5200	181.44
P23-02061	Kone Inc	630	Prof Service / McKinna Elevator	010-5800	531.27
P23-02062	PANERA BREAD BAKERY	042	Materials and Supplies	010-4300	256.25
P23-02063	OXNARD PERFORMING ARTS CENTER CORP	640	4300	010-5600	382.50
P23-02064	SCHOOL TECH SUPPLY	200	COMP EQUIP (Mayra)	010-4318	409.69
P23-02065	Santa Paula Rotary	053	SERV-Instructional	010-5800	384.00
P23-02066	SCHOLASTIC-MAGAZINES	032	Mat/Sup - Instructional	010-4300	2,707.07
P23-02067	School Specialty Inc	003	Store Supplies	010-9320	7,068.20
P23-02068	EL POLLO NORTENO INC	066	MATL/SUP (SIP DAY)	010-4300	853.24
P23-02069	Jersey Mike's-Victoria Ave	046	MATERIAL/SUPPLY INSTRUCTION	010-4300	750.00
P23-02070	Vicky Gonzalez 3G Promotional Products	055	Mat/supp-instructional	010-4300	204.84
P23-02071	CARNITAS EL BROTHER INC	055	SIP DAY	010-4300	924.38
P23-02073	Home Depot Inc	066	MATL/SUP-Instructional	010-4300	315.38
P23-02074	NEW ORLEANS MARRIOTT	380	Hotel for Christina K, ASHA conf. (LCAP 1.13)	010-5200	845.64
P23-02075	Office Depot Bus Ser Div	044	MATERIALS & SUPPLIES	010-4300	762.52
P23-02076	Dial Security	630	Professional Service / Fire Monitoring	010-5800	1,056.00
P23-02077	Gopher Sport	315	MTRL/SUPL LCAP 1.6	010-4300	481.27
P23-02078	WIDMORE MANAGEMENT LLC EL POLL O LOCO	044	MATERIALS & SUPPLIES	010-4300	631.59
P23-02079	SCHOOL NUTRITION ASSOCIATION	640	dues	130-5300	43.00
P23-02080	OXNARD PERFORMING ARTS CENTER CORP	640	4300	010-5600	382.50
P23-02081	SACRAMENTO COUNTY OFFICE OF ED UCATION	300	CONF-Registration (LCAP 1.32)	010-5200	350.00

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

Page 3 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02082	Marriott Riverside	300	CONF CAC - Accomadations (LCAP 1.32)	010-5200	1,344.28
P23-02083	Southwest School & Office Sup	003	Store Supplies	010-9320	4,203.68
P23-02084	Veritiv Operating Company	003	Store Supplies	010-9320	17,893.31
P23-02085	Grainger Inc	003	003	010-9320	528.50
P23-02086	Amazon Com	050	Materials & Supplies-Inst	010-4300	186.82
P23-02087	Amazon Com	630	Materials and Supplies	010-4300	193.73
P23-02088	Amazon Com	630	Materials and Supplies	010-4300	39.44
P23-02089	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	198.80
P23-02090	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	331.95
P23-02091	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	333.01
P23-02092	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	239.37
P23-02093	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	100	Membership	010-5300	200.00
P23-02094	Amazon Com	100	SUPPLIES	010-4300	111.85
P23-02095	LENOVO NOTEBOOK REPAIR CENTER	004	Repair	010-5618	149.02
P23-02096	SCHOOL TECH SUPPLY	100	Switchboard Headset	010-4300	402.04
P23-02097	SOS Survival Products	610	Emergency Supplies	010-4300	326.64
P23-02098	Southwest Airlines	380	Flight to ASHA conf for Christina K (LCAP 1.13)	010-5200	559.96
P23-02099	CABE VTA CO CHAPTER	040	CONFERENCE	010-5200	450.00
P23-02100	CALIF SCHOOL NUTRITION ASSOC.	640	conference	010-5200	4,775.00
P23-02101	SOS Survival Products	610	Emergency Supplies	010-4300	588.92
P23-02102	SOS Survival Products	610	Emergency Supplies	010-4300	763.18
P23-02103	SOS Survival Products	610	Emergency Supplies	010-4300	539.14
P23-02104	SOS Survival Products	610	Emergency Supplies	010-4300	232.63
P23-02105	SOS Survival Products	610	Emergency Supplies	010-4300	599.74
P23-02106	SOS Survival Products	610	Emergency Supplies	010-4300	381.09
P23-02107	SOS Survival Products	610	Emergency Supplies	010-4300	717.34
P23-02108	SOS Survival Products	610	Emergency Supplies	010-4300	369.81
P23-02109	SOS Survival Products	610	Emergency Supplies	010-4300	355.69
P23-02110	SOS Survival Products	610	Emergency Supplies	010-4300	56.52
P23-02111	SOS Survival Products	610	Emergency Supplies	010-4300	546.72
P23-02112	SOS Survival Products	610	Emergency Supplies	010-4300	1,310.68
P23-02113	SOS Survival Products	610	Emergency Supplies	010-4300	1,560.95
P23-02114	SOS Survival Products	610	Emergency Supplies	010-4300	1,487.11
P23-02115	SOS Survival Products	610	Emergency Supplies	010-4300	1,563.92
P23-02116	SOS Survival Products	610	Emergency Supplies	010-4300	1,370.28
P23-02117	School Outfitters	042	Materials and Supplies (Instructional)	010-4300	1,497.93
P23-02118	Office Depot Bus Ser Div	003	Store Supplies	010-9320	7,165.77
P23-02119	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	1,091.15
P23-02120	SMART AND FINAL-C.I. BLVD	038	MATL/SUPP-instructional	010-4300	54.63
P23-02121	GENESIS FLOOR COVERING INC	630	Def Maint/ Prof Service / ESC PTC	140-5800	7,651.00

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 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02122	GENESIS FLOOR COVERING INC	630	Def Maint/ Prof Service / Enrollment Center	140-5800	8,046.00
P23-02123	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Fremont	010-5645	875.00
P23-02124	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Curren	010-5645	740.55
P23-02125	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Rose Ave	010-5645	995.00
P23-02126	Amazon Com	060	Materials/SUP(Ms. Valle)	010-4300	108.40
P23-02127	Amazon Com	060	Material/SUP (Ms. Alvarado)	010-4300	143.00
P23-02128	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	381.41
P23-02129	Amazon Com	038	MAT/SUPP-Instructional/Elisondo	010-4300	1,452.56
P23-02131	Amazon Com	050	Materials & Supplies-Inst	010-4300	260.13
P23-02132	Amazon Com	044	Materials & Supplies	010-4300	224.66
P23-02133	Amazon Com	050	Materials & Supplies-Inst	010-4300	52.56
P23-02134	Amazon Com	053	Materials/ Supplies-Instructional	010-4300	41.95
P23-02135	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	216.10
P23-02136	Amazon Com	038	MATL/SUPP-instr/Patiño	010-4300	393.42
P23-02137	Amazon Com	038	MAT/SUPP-Instructional/Elisondo	010-4300	857.55
P23-02138	Amazon Com	038	MATL/SUPP-instr/Patiño	010-4300	393.42
P23-02139	Amazon Com	060	Material/SUP (Ms. Valle)	010-4300	86.17
P23-02140	Amazon Com	315	MATL/SUP LCAP 1.6	010-4300	440.99
P23-02141	Amazon Com	060	Material/SUP (Ms. Alvarado)	010-4300	30.63
P23-02142	Amazon Com	038	MATL/SUPP-instr/Orozco	010-4300	93.58
P23-02143	Amazon Com	060	Material/SUP- (Ms. Gonzales)	010-4300	136.26
P23-02144	Amazon Com	066	MATL/SUP-Instructional	010-4300	31.84
P23-02145	Amazon Com	036	mat/sup - instructional	010-4300	409.36
P23-02146	Amazon Com	060	Material/SUP-Inst. (Ms. Bakody)	010-4300	171.53
P23-02147	Amazon Com	036	mat/sup - instructional	010-4300	261.20
P23-02148	Amazon Com	060	Material/SUP-Inst. ( Ms. Hammel)	010-4300	228.46
P23-02149	LABSOURCE, INC	003	Store Supplies	010-9320	2,449.42
P23-02150	Ventura Co Comm College Distr	210	Serv	010-5800	75.00
P23-02151	JL DOWNTOWN CAFE	058	Professional Development day 10/11/22	010-4300	883.71
P23-02152	ROSSLYN LOUISE NIKULA	355	T2/SERV (GOAL 1.5)	010-5800	3,000.00
P23-02153	Tonertown All Brands Services	066	MATL/SUP-Instructional	010-4300	693.74
P23-02154	ESGI, LLC	055	Subscription	010-5818	672.00
P23-02155	Lakeshore Learning Materials	032	Mat/Sup - Instructional	010-4300	61.16
P23-02156	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	057	Materials and Supplies	010-4300	247.09
P23-02157	Children's Museum of Santa Barbara, MOXI	060	P22-04175 PAST DUE INVOICE	010-5800	368.00
P23-02158	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	053	Materials/Supplies-Instructional	010-4300	701.39
P23-02159	BIGWIN Promotions, LLC	032	Mat/Sup - Instructional	010-4300	1,300.08

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

Page 5 of 19

## Includes Purchase Orders dated 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02160	CARNITAS EL BROTHER INC	036	matl/sup - instructional	010-4300	750.13
P23-02161	Lakeshore Learning Materials	060	Material/SUP (N. Gonzales)	010-4300	69.89
P23-02162	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	054	serv-instructional	010-5800	995.00
P23-02163	SCRIPPS NATIONAL SPELLING BEE INC	036	serv - instructional	010-5800	182.50
P23-02164	Westin Gaslamp Quarter	100	CSBA AEC 2022 Hotel Accomodations	010-5200	1,590.06
P23-02165	The Mayflower Hotel	315	CONF LCAP 1.6	010-5200	4,650.00
P23-02166	Office Depot Bus Ser Div	044	Materials & Supplies	010-4300	453.39
P23-02167	Lowe's	046	MATL/SUPPLY-INSTRUCTION	010-4300	100.18
P23-02169	SMART AND FINAL-C.I. BLVD	032	Matl/Sup	010-4300	3,000.00
P23-02170	COSTCO WHOLESALE CORPORATION	032	Matl/Sup	010-4300	2,000.00
P23-02171	SMART AND FINAL-C.I. BLVD	055	Matl/Supp-Instructional	010-4300	327.75
P23-02172	SHB INC. SUBWAY #27460	040	MATERIALS/SUPPLIES	010-4300	447.00
P23-02173	HOME COUNTY PIZZA INC DOMINO'S PIZZA	053	Materials/ Supplies-Instructional	010-4300	546.25
P23-02174	Office Depot Bus Ser Div	320	matl/sup office - LCAP 1.28	010-4300	764.53
P23-02175	Town And Country Resort &	320	Travel Hotel - A. Thomas LCAP 1.28	010-5200	417.36
P23-02176	Promethean Inc	004	COMP EQUIP	010-4418	2,731.25
P23-02177	RENAISSANCE LONG BEACH HOTEL	300	CONF(LCAP 1.19)	010-5200	1,202.56
P23-02178	CABE VTA CO CHAPTER	048	TRAVEL AND CONFERENCE-INSTRUCTIONAL	010-5200	825.00
P23-02179	Mobile Zoo of Southern CA.	059	Field Trip	010-5800	1,099.00
P23-02180	CABE VTA CO CHAPTER	054	conf- instructional	010-5200	225.00
P23-02181	Positive Promotions	060	Materials/SUP Luna Red Ribbon	010-4300	652.77
P23-02182	EL POLLO NORTEÑO INC	038	MATL/SUPP-instructional	010-4300	1,079.80
P23-02183	Rochester 100, Inc	060	Material/SUP-Instruction Homework Folders	010-4300	931.36
P23-02184	CABE VTA CO CHAPTER	044	CONFERENCE AND TRAVEL 5200	010-5200	300.00
P23-02185	SMART AND FINAL-C.I. BLVD	055	Matl/Supp-Instructional	010-4300	163.88
P23-02186	Staples Direct	050	Materials & Supplies-Inst	010-4300	138.80
P23-02187	BARNES AND NOBLE BOOKSELLERS, INC.	315	MTRL/SUP LCAP 1.6	010-4200	1,052.24
P23-02188	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	100	Strategic Plan Meetings (LCAP)	010-5800	11,381.66
P23-02189	ROMU FOODS, INC. DBA. BG'S CAF E	053	Materials/Supplies- Instructional	010-4300	250.00
P23-02190	Amazon Com	040	MAT/SUPP	010-4300	176.63
P23-02191	Amazon Com	044	Books Other Than Textbooks	010-4200	458.48
P23-02192	Amazon Com	044	Books other than textbooks	010-4200	183.88
P23-02193	Amazon Com	044	Books other than textbooks	010-4200	678.88
P23-02194	Amazon Com	044	Books other than books	010-4200	237.52
P23-02195	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	188.36

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

Page 6 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02196	Amazon Com	044	MATERIALS AND SUPPLIES	010-4300	525.14
P23-02197	Amazon Com	055	Matl/Supp-Instructional	010-4300	79.91
P23-02198	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	251.69
P23-02199	Amazon Com	044	Books other than Books	010-4200	757.87
P23-02200	Home Depot Inc	042	Materials and Supplies (Instructional)	010-4300	4,906.56
P23-02201	SANTA BARBARA ZOO	060	3rd gr. team S.B. Zoo Filedtrip 10/20/2022	010-5800	837.00
P23-02202	Identification & Security Inte	003	Store Supplies	010-9320	1,109.98
P23-02203	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Soria	010-5645	695.00
P23-02204	Printech	044	MATERIALS & SUPPLIES	010-4300	1,500.00
P23-02205	General Binding Corp.	036	MAINT	010-5631	585.77
P23-02206	Amazon Com	380	Mat/Supp (LCAP 1.30)	010-4300	42.72
P23-02207	Amazon Com	380	Materials and supplies for Denella S. (LCAP 1.3)	010-4200	20.16
P23-02208	Amazon Com	380	MATLS/SUPPL (LCAP 1.13)	010-4300	291.21
P23-02209	Amazon Com	380	MAT/SUPL LCAP 1.30	010-4300	236.12
P23-02210	Amazon Com	380	Materials and supplies for Erin B. (LCAP 1.3)	010-4300	36.42
P23-02211	Amazon Com	380	Materials and supplies for Ryan R (LCAP 1.13)	010-4300	30.74
P23-02212	Amazon Com	055	Matl/Supp-Instructional	010-4200	833.56
P23-02213	Amazon Com	060	Materials/SUP-Inst. (PBIS)	010-4300	99.93
P23-02214	Amazon Com	320	Comp Supp - Office LCAP 1.28	010-4318	232.11
P23-02215	Amazon Com	036	matl/sup - instructional	010-4300	342.80
P23-02216	Amazon Com	053	Materials/Supplies-Instructional	010-4300	153.11
P23-02217	Amazon Com	055	Matl/Supp-Instructional	010-4300	168.54
P23-02218	Amazon Com	066	MATL/SUP-Inst. & Books other than textbooks-Inst	010-4200	50.46
				010-4300	60.43
P23-02219	Amazon Com	055	Matl/Supp-Instructional	010-4200	752.29
P23-02220	Amazon Com	055	Matl/Supp-Instructional	010-4200	891.37
P23-02221	Desert Distributing LLC dba. A utism-Products.com	380	MAT/SUPP & Non CAP Equip (LCAP 1.13)	010-4300	1,139.20
P23-02222	Teachers Pay Teachers	380	Materials and supplies for Coral S. (LCAP1.3)	010-4300	70.58
P23-02223	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	380	MAT/SUPL LCAP 1.30	010-4300	5,000.00
P23-02224	PEARSON ASSESSMENT	380	MAT/SUPL LCAP 1.30	010-4300	2,500.00
P23-02225	PEARSON ASSESSMENT	380	MAT/SUPL LCAP 1.30	010-4300	2,500.00
P23-02226	SCHOOL TECH SUPPLY	051	MAT/SUPPLIES	010-4300	244.69
P23-02227	SCHOOL TECH SUPPLY	051	MAT/SUPLIES	010-4300	194.94
P23-02228	Harbor Freight Tools	380	MATLS/SUPPL LCAP 1.13	010-4300	431.55
P23-02229	HEALTH 4 HIRE, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	4,586.08
				010-5818	33,487.05

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 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02230	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUC	010-4300	1,197.23
P23-02232	EVENTOS ANA, INC.	051	RENTALS	010-5600	164.00
P23-02233	Perma Bound Books	051	BOOKS (Instructional)	010-4200	991.99
P23-02234	SCHOOL TECH SUPPLY	051	MAT/SUPPLIES	010-4300	2,967.20
P23-02235	Brookes Publishing Company	380	BKS LCAP 1.30	010-4200	274.76
P23-02236	John Wiley And Sons Inc	380	BKS LCAP 1.30	010-4200	1,310.21
P23-02237	SCHOOL TECH SUPPLY	004	COMP SUP	010-4318	256.63
P23-02238	UNDERWOOD FAMILY FARMS LP	066	SERV-Instructional	010-5800	826.00
P23-02239	SCHOOL TECH SUPPLY	320	Comp Equip office - LCAP 1.28	010-4418	1,409.33
P23-02240	Syed Husain Muj's Store	066	MATL/SUP-Instructional	010-4300	1,260.68
P23-02241	SCHOOL TECH SUPPLY	059	Materials & Supplies	010-4300	393.28
P23-02242	Affordable Tables And Chairs	036	mat/sup - instructional	010-4300	451.00
P23-02243	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	1,606.78
P23-02244	Southwest Plastic Binding Co S outhwest Binding & Laminating	655	Materials and Supplies	010-4300	1,458.97
P23-02245	BASICS ABA Therapy	380	(BOOKS) JEFFERSON LCAP 1.13	010-4200	6,107.81
P23-02246	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	68.74
P23-02247	Amazon Com	385	Independent Studys 4th-6th gr Supplemental Books	010-4200	530.87
P23-02248	WAYNE STEVENS IT'S IN THE SAUC E BBQ	051	MAT/SUPPLIES (ADMIN)	010-4300	1,135.49
P23-02249	Amazon Com	300	Supplies-LCAP 1.28	010-4300	166.81
P23-02250	Amazon Com	315	MTRL/SUPL LCAP 1.6	010-4300	332.56
P23-02251	Ventura Co Office Of Education	200	SERV (TPSL training)	010-5200	800.00
P23-02252	SMART AND FINAL-C.I. BLVD	055	Mat/Supp-Instructional	010-4300	327.75
P23-02253	COSTCO WHOLESALE CORPORATION	055	Mat/supp-Instructional	010-4300	874.00
P23-02254	SCHOLASTIC-MAGAZINES	042	Materials and Supplies	010-4300	76.78
P23-02255	ESTRELLITA	040	MATL/SUPP-INSTRUC	010-4300	1,125.23
P23-02256	Studies Weekly	040	SUBSCRIPTIONS-INSTRUC	010-5818	801.35
P23-02257	Newsela, Inc	053	App Subscription	010-5818	5,051.86
P23-02258	ILLUMINATE EDUCATION INC	320	services LCAP 1.16	010-5800	3,250.00
P23-02259	BARNES AND NOBLE BOOKSELLERS, INC.	355	BOOKS (LCAP 1.5)	010-4200	1,816.83
P23-02260	MARENEM INC	053	Materials/Supplies-Instructional	010-4300	245.66
P23-02261	Amazon Com	640	SUP/MATL	010-4300	2,344.43
				130-4300	221.94
P23-02262	Amazon Com	058	Counselor Matl's red ribbon wk	010-4300	1,088.66
P23-02263	SMART AND FINAL-C.I. BLVD	048	MATERIALS AND SUPPLIES-INCENTIVES	010-4300	500.00
P23-02264	PLAYLEARN USA INC	380	Non Cap Equip & Mat/Supp (LCAP 1.13)	010-4300	363.71
				010-4400	3,816.00
P23-02265	VENTURA MISSIONARY CHURCH	051	SERV (Instruction)	010-5800	150.00
P23-02266	ACSA/FEA	200	CONF (S. Carroll)	010-5200	299.00

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

Page 8 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02267	CABE	345	CONF(LCAP 1.19 Title III-Fox)(LCAP 1.20 LCFF TOSA)	010-5200	6,876.00
				010-5300	570.00
P23-02268	NIMCO INC	053	Materials/ Supplies-Instructional	010-4300	588.97
P23-02269	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	MATL/SUP	130-4300	644.00
P23-02270	Printech	056	Matl Supplies-Duplo Supplies	010-4300	835.13
P23-02271	Amazon Com	059	Materials & Supplies- Haley Jones	010-4300	276.31
P23-02272	Amazon Com	630	Materials and Supplies	010-4300	158.77
P23-02273	Amazon Com	630	Materials and Supplies	010-4300	139.61
P23-02274	Southpaw Enterprises Inc	380	Non Cap Equip & Mat/Supp (LCAP 1.13)	010-4300	1,402.91
				010-4400	6,048.11
P23-02275	PEEBEE & JAY PH	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	141.40
P23-02276	SCRIPPS MEDIA INC VENTURA COUN TY STAR	100	SERV (LEGAL AD)	010-5800	141.03
P23-02277	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Professional Service / OSD Bus Yard	010-5800	2,500.00
P23-02278	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / Frank School	010-5800	8,456.00
P23-02279	PEEBEE & JAY PH	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	154.00
P23-02280	Calif Dept Of Educ Cashier's O ffice	660	CDE FY21-22 Federal Interest Due	010-5800	4,751.99
P23-02281	Amazon Com	044	Books other than Books	010-4200	697.16
P23-02282	APPLE INC EDUCATION	630	Equipment / Facilities	010-4400	1,392.68
P23-02283	GENESIS FLOOR COVERING INC	630	Def Maint / Prof Services / Frank	140-6200	73,443.37
P23-02284	Southwest School & Office Sup	003	Store Supplies	010-9320	3,167.82
P23-02285	Office Depot Bus Ser Div	003	Store Supplies	010-9320	2,530.34
P23-02286	Amazon Com	059	Materials & Supplies; Evelyn Duarte	010-4300	287.58
P23-02287	Amazon Com	059	Materials & Supplies- OT	010-4300	265.18
P23-02288	Amazon Com	630	Materials and Supplies	010-4318	60.24
P23-02289	Amazon Com	380	Materials & Supplies for Ryan R. (LCAP 1.13)	010-4300	17.64
P23-02290	Amazon Com	380	Materials & supplies for Annabelle C. (LCAP 1.3)	010-4300	60.12
P23-02291	Amazon Com	380	Materials and supplies (LCAP 1.13)	010-4300	834.08
P23-02292	Amazon Com	380	Materials and supplies for OT (LCAP 1.13)	010-4300	276.55
P23-02293	Amazon Com	059	Books Other Than Textbooks	010-4200	33.53
P23-02294	Amazon Com	050	Materials & Supplies-Inst	010-4300	198.77
P23-02295	Amazon Com	050	Materials & Supplies-Inst	010-4300	64.61
P23-02296	Amazon Com	055	Mat/Supp-Instructional	010-4300	71.75
P23-02297	Amazon Com	050	Materials & Supplies-Inst	010-4200	79.92
P23-02298	Amazon Com	050	Materials & Supplies- Inst	010-4200	80.30

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 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02299	Amazon Com	066	MATL/SUP-Instr.&Books other textbooks-Inst	010-4200	25.70
				010-4300	111.84
P23-02300	Amazon Com	050	Materials & Supplies-Inst	010-4300	106.05
P23-02301	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	383.58
P23-02302	Amazon Com	059	Materials & Supplies	010-4300	559.01
P23-02303	Amazon Com	059	Materials & Supplies- S. Piña	010-4300	54.61
P23-02304	Amazon Com	050	Materials & Supplies-Inst	010-4300	322.89
P23-02305	Amazon Com	050	Materials & Supplies-Inst	010-4300	165.16
P23-02306	Amazon Com	056	Mat/supplies-Supplies for parent meetings	010-4300	61.34
P23-02307	Amazon Com	056	Mat/Supplies-classroom Sharpeners	010-4300	791.81
P23-02308	Amazon Com	066	MATL/SUP-Instructional (C.Garcia, Crice&P.Sierra)	010-4300	167.47
P23-02309	Amazon Com	051	MAT/SUPPLIES	010-4300	41.66
P23-02310	Amazon Com	055	Mat/Supp-Instructional	010-4300	497.89
P23-02311	Amazon Com	050	BOOKS-Inst	010-4200	187.32
P23-02312	Amazon Com	050	Materials & Supplies-Inst	010-4300	134.56
P23-02313	Amazon Com	041	MAT/SUP - INSTRUCTIONAL	010-4300	63.78
P23-02314	LINGPERFECT TRANSLATIONS INC.	360	T1/SERV LCAP 3.06	010-5800	5,000.00
P23-02315	GREAT PACIFIC PUMPKINS	038	SERV-instructional	010-5800	864.00
P23-02316	GREAT PACIFIC PUMPKINS	038	SERV-instructional	010-5800	552.00
P23-02317	TRINETTE MARQUIS SCHOOL PR PRO	100	SERV/SUPP CONC (LCAP 3.5)	010-5800	10,000.00
P23-02318	FRANCISCA SANCHEZ dba/ PROVOCA TIVE PRACTICE	100	SERV (LCAP GOAL 1)	010-5800	58,450.00
P23-02319	Lakeshore Learning Materials	059	Materials & Supplies	010-4300	250.18
P23-02320	Lakeshore Learning Materials	380	Materials and supplies (LCAP 1.3)	010-4300	87.37
P23-02321	SCHOOL TECH SUPPLY	051	MAT/SUPPLIES	010-4318	211.48
P23-02322	Lakeshore Learning Materials	060	Mat/Sup - Instruction (SLinda)- LCAP 1.8	010-4300	184.63
P23-02323	SPEECH CORNER	380	Materials and supplies for Christina C. (LCAP 1.3)	010-4300	415.29
P23-02324	SPEECH CORNER	380	Materials and supplies for Christina C. (LCAP 1.3)	010-4200	57.04
P23-02325	PRO-ED, Inc.	380	Materials & supplies for Christina C. (LCAP 1.3)	010-4300	251.62
P23-02326	General Binding Corp.	056	MAINT	010-5631	585.77
P23-02327	Lakeshore Learning Materials	050	Materials & Supplies- Ins	010-4300	100.47
P23-02328	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4400	654.41
P23-02329	Lakeshore Learning Materials	059	Materials & Supplies- M. Alba	010-4300	250.18
P23-02330	Perma Bound Books	044	Books other than Books	010-4200	863.73
P23-02331	Amazon Com	315	MATL/SUP LCAP 1.6	010-4318	113.17
P23-02332	LEARNING RIGHTS LAW CENTER	380	SERV-ATTORNEY FEES(SPED:JG)	010-5899	6,500.00
P23-02333	Uline	003	Store Supplies	010-9320	1,897.84

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

Page 10 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02334	Amazon Com	053	Materials/Supplies-Instructional	010-4300	233.45
P23-02335	Printech	051	MAT/SUPLIES (Instructional)	010-4300	521.67
P23-02336	Printech	051	MAT/SUPPLIES (Instructional)	010-4300	352.79
P23-02337	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,205.21
P23-02338	UNDERWOOD FAMILY FARMS LP	032	SERV - Instructional	010-5800	756.00
P23-02339	READ WRITE THINK, LLC	051	SUPP CONC/SERV(LCAP GOAL 1, PROF DEV)	010-5800	50,400.00
P23-02340	UNDERWOOD FAMILY FARMS LP	032	SERV - Instructional	010-5800	560.00
P23-02341	Ashton Awards Inc Aswell Trophy	050	Materials & Supplies-Inst	010-4300	403.13
P23-02342	Lakeshore Learning Materials	032	Matl/Sup - Instructional	010-4300	391.12
P23-02343	Superior Sanitary Supplies	640	MATL/SUP	010-4300	990.93
P23-02344	Superior Sanitary Supplies	640	MATL/SUP	010-4300	523.33
P23-02345	Demco Inc	052	MATL/SUPL-Instructional	010-4300	368.99
P23-02346	Lakeshore Learning Materials	052	MATL/SUPL-Instructional	010-4300	131.06
P23-02347	Amazon Com	032	Matl/Sup - Instructional	010-4300	294.40
P23-02348	Amazon Com	032	BKS - Instructional	010-4200	57.02
P23-02349	Amazon Com	032	Matl/Sup - Instructional	010-4300	241.86
P23-02350	Amazon Com	050	BOOKS OTHER THAN LIBRARY-INST	010-4200	177.32
P23-02351	Amazon Com	050	Materials & Supplies-Inst	010-4300	50.95
P23-02352	Amazon Com	200	MAT/SUP	010-4300	198.39
P23-02353	Amazon Com	032	Matl/Sup - Instructional	010-4300	584.92
P23-02354	Amazon Com	300	MATL/SUP	010-4200	176.63
P23-02355	N2Y	380	SERV (GOAL 1, ACTION 13)	010-5800	3,250.00
P23-02356	Faber Communications Corp	620	SUPPLIES	010-4300	283.31
				010-4400	3,390.58
P23-02357	SOS Survival Products	610	Emergency Supplies	010-4300	782.38
P23-02358	HIVIS SUPPLY	610	Emergency Materials and Supplies	010-4300	2,813.47
P23-02359	SOS Survival Products	610	Emergency Supplies	010-4300	414.35
P23-02360	ACHIEVE 3000, INC.	057	Educational program	010-5818	1,490.00
P23-02361	Read Naturally, Inc	057	Online reading programs	010-5818	580.00
P23-02362	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	3,323.39
P23-02363	ESTRELLITA	040	MATL/SUPP-INSTRUC	010-4300	824.19
P23-02364	Tonertown All Brands Services	054	comp sup-instructional	010-4300	600.00
P23-02365	ESGI, LLC	054	apps- instructional	010-5818	448.00
P23-02366	UNIFIED TRAFFIC SYSTEMS INC	056	Matl/Supplies-CHAMPS/PBIS outdoor behavior signage	010-4300	546.25
P23-02367	ESGI, LLC	056	Licenses/Apps- ESGI App	010-5818	896.00
P23-02368	Carolina Biological Supply	055	Matl/Supp-Instructional	010-4300	192.47
P23-02369	ABRAHAM MIRANDA MIRANDA LOCKSMITH	003	Van #115 Ignition Repair	010-5632	382.38
P23-02370	Amazon Com	052	MATL/SUPL-Inst	010-4300	1,060.92
P23-02371	Amazon Com	044	Books other than books	010-4300	521.60
P23-02372	Amazon Com	610	Materials and Supplies	010-4300	85.38
P23-02373	Amazon Com	044	Books other than Books	010-4300	429.96
P23-02374	Amazon Com	054	matl/sup-instructional	010-4300	578.27

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 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02375	Office Depot Bus Ser Div	038	matl/supp-Kinder DLI	010-4300	191.93
P23-02376	SCRIPPS NATIONAL SPELLING BEE INC	053	Spelling Bee Fees	010-5800	182.50
P23-02377	Walmart	360	MATL/SUP- LCAP 3.01	010-4300	500.00
P23-02378	HOLIDAY INN EXPRESS & SUITES P ALM DESERT-MILLENNIUM	041	CONF - INSTRUCTIONAL	010-5200	753.72
P23-02379	Amazon Com	610	Materials and Supplies	010-4300	93.46
P23-02380	Amazon Com	038	MATL/SUPP-instr/Orozco)	010-4300	465.16
P23-02381	Amazon Com	315	BOOK LCAP 1.6	010-4200	91.57
P23-02382	Museum of Science	315	MTRL/SUPL LCAP 1.6	010-4300	7,662.61
P23-02383	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	628.77
P23-02384	Southern Calif Gas Co	630	Bond Fund /Professional Service /Rose Ave	214-5800	7,026.24
P23-02385	Edpuzzle Inc	041	SERV- INSTRUCTIONAL	010-5818	2,450.00
P23-02386	NEARPOD INC	041	SERV - INSTRUCTIONAL	010-5818	2,600.00
P23-02387	La Playa Soul Kitchen	051	MAT/SUPPLIES (ADMIN)	010-4300	213.26
P23-02388	Ventura Co Star	600	SERV-Ad for Public Hearing Notice 11-16-22	010-5800	103.12
P23-02389	SCRIPPS NATIONAL SPELLING BEE INC	048	SERVICES, ENTRANCE FEES-INSTRUCTIONAL	010-5800	182.50
P23-02390	ACSA/FEA	032	CONF - Admin	010-5200	824.00
P23-02391	Printech	046	MATL/SUPPLY-INSTRUCTION	010-4300	352.79
P23-02392	PEEBEE & JAY PH	051	MAT/SUPPLIES	010-4300	159.40
P23-02393	Parent Project Inc	055	Mat/Supp-Instructional	010-4200	1,789.65
P23-02394	Calif Assn Of Latino Supt & Ad	100	Academy for Leadership & Innovation	010-5200	3,500.00
P23-02395	EL POLLO NORTENO INC	056	Matl/supplies-refreshments SIP Day	010-4300	730.83
P23-02396	Brainpop Com LLC	041	SERV- INSTRUCTIONAL	010-5818	2,595.00
P23-02397	Newsela, Inc	041	SERV - INSTRUCTIONAL	010-5818	7,216.96
P23-02398	Coast To Coast Computer Prod	041	MAT/SUP - INSTRUCTIONAL	010-4300	7,627.55
P23-02399	Lozano Smith, LLP	380	CONF (JEFFERSON) LCAP 1.30	010-5200	175.00
P23-02400	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02401	Flinn Scientific Inc	050	Materials & Supplies-Inst	010-4300	609.89
P23-02402	EL POLLO NORTENO INC	032	Matl/Sup - Admin	010-4300	1,074.47
P23-02403	SCHOOL TECH SUPPLY	032	Matl/Sup - Instructional	010-4300	521.46
P23-02404	John A Lagomarsino IV Lagomarsino Transport	620	SERVICE	010-5800	540.00
P23-02405	PANERA BREAD COMPANY PANERA LL C	210	mtls/sup	010-4300	600.00
P23-02406	Amazon Com	054	Mat/Sup - Instruction - MCK - (LCAP 1.8)	010-4300	368.70
P23-02407	Amazon Com	038	Mat/Sup - Instruction - DRIF - (LCAP 1.8)	010-4300	94.39
P23-02408	Amazon Com	066	Mat/Sup - Instruction -RIT (LCAP 1.8)	010-4300	94.39

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

Page 12 of 19

## Includes Purchase Orders dated 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02409	Amazon Com	048	Mat/Sup - Instruction - CH - (LCAP 1.8)	010-4300	184.35
P23-02410	Amazon Com	040	Mat/Sup - Instruction- ELM - (LCAP 1.8)	010-4300	47.20
P23-02411	Amazon Com	044	Mat/Sup - Instruction -HARR- (LCAP 1.8)	010-4300	184.35
P23-02412	Amazon Com	051	Mat/Sup - Instruction -LEM- (LCAP 1.8)	010-4300	538.36
P23-02413	Amazon Com	051	Mat/Sup - Instruction -LEM- (LCAP 1.8)	010-4300	553.05
P23-02414	Amazon Com	058	Mat/Sup - Instruction -ROS- (LCAP 1.8)	010-4300	141.59
P23-02415	Amazon Com	051	Mat/Sup - Instruction -LEM- (LCAP 1.8)	010-4300	141.59
P23-02416	Amazon Com	044	Mat/Sup - Instruction -HARR- (LCAP 1.8)	010-4300	47.20
P23-02417	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	402.45
P23-02418	Amazon Com	054	Mat/Sup - Instruction - MCK - (LCAP 1.8)	010-4300	577.98
P23-02419	Amazon Com	054	Mat/Sup - Instruction - MCK - (LCAP 1.8)	010-4300	358.91
P23-02420	Amazon Com	054	Mat/Sup - Instruction - MCK - (LCAP 1.8)	010-4300	94.39
P23-02421	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	505.52
P23-02422	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	391.76
P23-02423	Amazon Com	057	Mat/Sup - Instruction - BREKKE - (LCAP 1.8)	010-4300	104.39
P23-02424	Amazon Com	048	Mat/Sup - Instruction - CH - (LCAP 1.8)	010-4300	252.77
P23-02425	Amazon Com	048	Mat/Sup - Instruction - CH - (LCAP 1.8)	010-4300	195.88
P23-02426	Amazon Com	048	Mat/Sup - Instruction - CH - (LCAP 1.8)	010-4300	57.20
P23-02427	Amazon Com	038	Mat/Sup - Instruction - DRIF - (LCAP 1.8)	010-4300	402.45
P23-02428	Amazon Com	044	Mat/Sup - Instruction -HARR- (LCAP 1.8)	010-4300	252.77
P23-02429	Amazon Com	038	Mat/Sup - Instruction - DRIF - (LCAP 1.8)	010-4300	505.52
P23-02430	Amazon Com	038	Mat/Sup - Instruction - DRIF - (LCAP 1.8)	010-4300	391.76
P23-02431	Amazon Com	040	Mat/Sup - Instruction -ELM- (LCAP 1.8)	010-4300	184.35
P23-02432	Amazon Com	066	Mat/Sup - Instruction -RIT- (LCAP 1.8)	010-4300	505.52

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

Page 13 of 19

## Includes Purchase Orders dated 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02433	Amazon Com	040	Mat/Sup - Instruction -ELM- (LCAP 1.8)	010-4300	252.77
P23-02434	Amazon Com	040	Mat/Sup - Instruction -ELM- (LCAP 1.8)	010-4300	195.88
P23-02435	Amazon Com	051	Mat/Sup - Instruction -LEM- (LCAP 1.8)	010-4300	663.27
P23-02436	Amazon Com	044	Mat/Sup - Instruction -HARR- (LCAP 1.8)	010-4300	195.88
P23-02437	Amazon Com	052	Mat/Sup - Instruction -MW- (LCAP 1.8)	010-4300	184.35
P23-02438	Amazon Com	052	Mat/Sup - Instruction -MW- (LCAP 1.8)	010-4300	252.77
P23-02439	Amazon Com	052	Mat/Sup - Instruction -MW- (LCAP 1.8)	010-4300	195.88
P23-02440	Amazon Com	052	Mat/Sup - Instruction -MW- (LCAP 1.8)	010-4300	47.20
P23-02441	Amazon Com	053	Mat/Sup - Instruction -MCA- (LCAP 1.8)	010-4300	184.35
P23-02442	Amazon Com	053	Mat/Sup - Instruction -MCA- (LCAP 1.8)	010-4300	252.77
P23-02443	Amazon Com	053	Mat/Sup - Instruction -MCA- (LCAP 1.8)	010-4300	195.88
P23-02444	Amazon Com	053	Mat/Sup - Instruction -MCA- (LCAP 1.8)	010-4300	47.20
P23-02445	Amazon Com	056	Mat/Sup - Instruction -RAM- (LCAP 1.8)	010-4300	553.05
P23-02446	Amazon Com	056	Mat/Sup - Instruction -RAM- (LCAP 1.8)	010-4300	663.27
P23-02447	Amazon Com	056	Mat/Sup - Instruction -RAM- (LCAP 1.8)	010-4300	538.36
P23-02448	Amazon Com	056	Mat/Sup - Instruction -RAM- (LCAP 1.8)	010-4300	141.59
P23-02449	Amazon Com	066	Mat/Sup - Instruction -RIT - (LCAP 1.8)	010-4300	402.45
P23-02450	Amazon Com	066	Mat/Sup - Instruction -RIT - (LCAP 1.8)	010-4300	391.76
P23-02451	Amazon Com	058	Mat/Sup - Instruction -ROS- (LCAP 1.8)	010-4300	553.05
P23-02452	Amazon Com	058	Mat/Sup - Instruction -ROS- (LCAP 1.8)	010-4300	663.27
P23-02453	Amazon Com	058	Mat/Sup - Instruction -ROS- (LCAP 1.8)	010-4300	538.36
P23-02454	Amazon Com	060	Mat/Sup - Instruction -SL- (LCAP 1.8)	010-4300	553.05
P23-02455	Amazon Com	060	Mat/Sup - Instruction -SL- (LCAP 1.8)	010-4300	663.27
P23-02456	Amazon Com	060	Mat/Sup - Instruction -SL- (LCAP 1.8)	010-4300	538.36
P23-02457	Amazon Com	060	Mat/Sup - Instruction -SL- (LCAP 1.8)	010-4300	141.59
P23-02458	Ventura Co Office Of Education	066	SERV-Instructional	010-5800	45.00
P23-02459	SCHOOL SPECIALTY LLC	051	MAT/SUPPLIES (Instructional)	010-4300	550.30
P23-02460	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 FAC NIGHT CUSTODIAN UNIFORMS)	010-5800	320.33

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

Page 14 of 19

## Includes Purchase Orders dated 10/06/2022 - 11/03/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02461	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 UNIFORMS-CENDEJAS/CASTANEDA )	010-5800	235.14
P23-02462	ASPIRANET	380	SERV	010-5800	1,500,000.00
P23-02463	SCHOOL TECH SUPPLY	630	Equipment / Facilities	010-4418	1,282.14
P23-02464	BSN Sports	003	Store Supplies	010-9320	3,072.08
P23-02465	SCHOOL TECH SUPPLY	004	Comp Equip	010-4418	1,224.18
P23-02466	SCHOOL TECH SUPPLY	041	Mat/Sup - Instructional	010-4318	4,370.00
P23-02467	SCHOOL TECH SUPPLY	ASES	COMP equipment LCAP 1.6	010-4318	293.88
P23-02468	Taco Inn Family Restaurant	054	serv-=instructional	010-4300	500.00
P23-02469	Staples Direct	630	Materials and Supplies	010-4300	40.60
P23-02470	Amazon Com	050	Materials & Supplies-Inst	010-4300	354.31
P23-02471	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	196.74
P23-02472	Amazon Com	630	Gardening Materials and Supplies	010-4351	170.45
P23-02473	Amazon Com	630	Materials and Supplies	010-4300	107.15
P23-02474	Amazon Com	630	Materials and Supplies	010-4300	57.19
P23-02475	Amazon Com	345	MTLS- LCAP 1.20 (LCFF)	010-4200	462.45
P23-02476	Amazon Com	050	Materials & Supplies-Inst	010-4300	362.75
P23-02477	Amazon Com	355	MATERIALS FOR TK CLASSROOMS -LCAP 1.05	010-4300	214.57
P23-02478	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	237.00
P23-02479	Amazon Com	055	Mat/Sup-Instructional	010-4300	157.49
P23-02480	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	1,520.32
P23-02481	School Health Corporation	003	Store Supplies	010-9320	2,626.63
P23-02482	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	2,185.55
P23-02483	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02484	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02485	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02486	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02487	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02488	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02489	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	7,934.91
P23-02490	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02491	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02492	Daniels Tire Service	003	Van Tires #182	010-5632	1,036.89

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

Page 15 of 19

**Includes Purchase Orders dated 10/06/2022 - 11/03/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P23-02493	Daniels Tire Service	003	Van #211 Tires & Alignment	010-5632	542.94	
P23-02494	COUNTY OF VENTURA	640	MATL/SUP	130-5800	30.28	
P23-02495	Daniels Tire Service	003	Van Tires #189	010-5800	796.54	
P23-02496	Daniels Tire Service	003	Van Tires #153	010-5800	1,393.10	
P23-02497	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	332.46	
P23-02498	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	393.55	
P23-02499	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	188.60	
P23-02500	Amazon Com	610	Materials and Supplies	010-4300	29.87	
P23-02501	Walmart	050	Materials & Supplies-Inst	010-4300	109.25	
P23-02502	Walmart	055	Matl/Supp-Instructional	010-4300	109.25	
P23-02503	Dept.of General Svcs Office of Admin Hearings	200	SERV	010-5800	2,861.00	
P23-02504	Veritiv Operating Company	003	Store Supplies	010-9320	28,187.76	
P23-02505	Lakeshore Learning Materials	058	math resources	010-4300	548.77	
P23-02506	First Book	050	BOOKS-INST	010-4200	1,565.07	
P23-02507	CABE	036	conf/ instructioanal	010-5200	3,500.00	
P23-02508	Printech	052	MATL/SUPL-Instr	010-4300	2,185.00	
P23-02509	CMC	355	TRAVEL AND CONFERENCE PD MATH (LCAP 1.19)	010-5200	260.00	
P23-02510	CABE	048	ENTRANCE FEES-INSTRUCTIONAL	010-5800	3,700.00	
P23-02511	RENAISSANCE LONG BEACH HOTEL	345	CONF(LCAP 1.19 Title III-Fox)(LCAP 1.20 LCFF TOSA)	010-5200	10,823.04	
P23-02512	Office Depot Bus Ser Div	038	MATL/SUPP-instructional Kinder	010-4300	2,478.49	
P23-02513	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	136.37	
P23-02514	RENAISSANCE LONG BEACH HOTEL	048	CONF/TRAVEL- ADMIN	010-5200	7,215.36	
P23-02515	RENAISSANCE LONG BEACH HOTEL	036	conf - instructional	010-5200	3,607.68	
P23-02516	PORTOLA HOTEL & SPA	335	Travel - CONF (LCAP 1.8)	010-5200	1,890.00	
P23-02517	Gopher Sport	046	Mat/Sup LCAP 1.6	010-4300	1,348.67	
P23-02518	Office Depot Bus Ser Div	ERC	Supplies	010-4300	491.50	
P23-02519	Gopher Sport	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	325.57	
P23-02520	CN School & Office Sol, Inc Cui-ver-Newlin	048	MATL/SUP/ESSER-3 (REPLACEMENT CHAIRS 2ND GR.)	010-4300	30,788.84	
P23-02521	CN School & Office Sol, Inc Cui-ver-Newlin	048	MATL-SUP/EQUIP/ESSER-3 (ADDITIONAL FURNITURE)	010-4300	27,560.83	
				010-4400	20,517.15	
P23-02522	CUE, INC	315	CONF LCAP 1.20	010-5200	359.00	
<b>Total Number of POs</b>				<b>536</b>	<b>Total</b>	<b>3,667,361.36</b>

**Fund Recap**

Fund	Description	PO Count	Amount
------	-------------	----------	--------

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 10/06/2022 - 11/03/2022

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	512	3,457,676.43
130	CAFETERIA FUND	21	113,518.32
140	DEFERRED MAINTENANCE FUND	3	89,140.37
214	BOND FUND MEASURE D 2016	1	7,026.24
		<b>Total</b>	<b>3,667,361.36</b>

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 10/06/2022 - 11/03/2022

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-01420	2,110,696.80	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERIN	204,885.00
P22-00775	2,175,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,444.34
P23-00033	1,040.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	95.00
P23-00034	1,465.00	010-5229	GENERAL FUND/BOARD MEMBER MARTINEZ	520.00
P23-00035	1,040.00	010-5221	GENERAL FUND/BOARD MEMBER MADRIGAL	95.00
P23-00051	1,465.00	010-5224	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	95.00
P23-00052	1,465.00	010-5223	GENERAL FUND/BOARD MEMBER LOPEZ	95.00
P23-00110	2,500.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	500.00-
P23-00120	10,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00-
P23-00121	5,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00-
P23-00136	1,500.00	010-5632	GENERAL FUND/REPAIRS	500.00-
P23-00151	11,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,000.00
P23-00152	19,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00162	6,500.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	500.00-
P23-00165	4,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00174	6,000.00	010-4328	GENERAL FUND/STRUCTURAL SUPPLIES	1,000.00-
P23-00180	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P23-00188	17,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,500.00-
P23-00195	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00199	3,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,000.00-
P23-00201	2,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00-
P23-00202	3,500.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	500.00-
P23-00206	4,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00-
P23-00216	4,500.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	500.00-
P23-00228	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00232	4,000.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,000.00-
P23-00249	2,300.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	300.00
P23-00252	7,500.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,000.00-
P23-00267	30,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,125.00
P23-00327	32,731.25	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	146.47-
P23-00331	2,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00333	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,881.79
P23-00334	20,300.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,700.00-
P23-00335	5,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	3,000.00
P23-00338	35,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	10,000.00
P23-00340	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P23-00345	6,500.00	010-5632	GENERAL FUND/REPAIRS	500.00-
P23-00355	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P23-00366	9,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P23-00368	7,000.00	010-5500	GENERAL FUND/OPERATION AND HOUSEKEEPING	3,000.00-
P23-00372	4,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00-
P23-00373	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-

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

Page 18 of 19

Includes Purchase Orders dated 10/06/2022 - 11/03/2022

## PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00380	3,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00469	25,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-00498	14,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00
P23-00810	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P23-00812	369.89	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	14.47-
P23-00921	2,403.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,092.50
P23-00922	546.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	273.12
P23-00966	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-00976	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	641.92
P23-00996	874.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.50
P23-01004	2,610.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	618.23
P23-01159	1,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P23-01190	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P23-01201	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P23-01320	29.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.90-
P23-01451	603.16	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	35.41
P23-01471	672.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.83-
P23-01483	188.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	12.34-
P23-01576	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P23-01580	48.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4.73
P23-01583	140.19	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.70-
P23-01664	781.81	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.66
P23-01690	128.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.45-
P23-01750	2,313.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.53-
P23-01806	36.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.27
P23-01839	126.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.74-
P23-01841	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	692.08
P23-01914	3,590.07	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	140.64-
		010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	236.33-
			Total PO P23-01914	376.97-
P23-01921	202.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.15-
P23-01922	291.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.07-
P23-01937	232.24	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.74-
P23-01956	500.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	81.68
P23-01971	504.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.58-
P23-01979	144.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	116.97-
P23-01988	297.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.22
			<b>Total PO Changes</b>	<b>220,718.54</b>

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

Page 19 of 19

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

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

**Rejection of Liability Claim: GHC0047040 (Carroll/Magaña)**

---

This claim involves a claimant alleging vandalism to his/her 2022 Tesla while parked in the handicap stall at Curren School during back to school night.

Claimant alleges that on September 20, 2022 upon returning to their vehicle, it was found that their vehicle was allegedly keyed from the passenger side door all the way around to the driver side door.

**FISCAL IMPACT:**

There is no expected fiscal impact from this claim.

**RECOMMENDATION:**

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Director of Certificated Human Resources and the Risk Manager that the Board of Trustees agree to reject George Hills Claim No. GHC0047040.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Approval of Agreement #22-170 – Sterling Venue Ventures, LLC (DeGenna)**

---

This agreement is for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies which will be held at the Oxnard Performing Arts Center on Thursday, June 15, 2023, at the following designated times:

Thursday, June 15, 2023:

9:00am - Fremont Academy

12:00pm – Lopez Academy

3:00pm – Frank Academy

#### **FISCAL IMPACT:**

Not to Exceed \$6,500.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-170 with Sterling Venue Ventures, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-170, Sterling Venue Ventures LLC \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

# Oxnard PAC - 2022 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

<b>Calendar Contract For:</b>				
Event Name	Date	Day	Time In:	<b>9am</b>
<b>Middle School Promotion Ceremonies</b>	<b>6/15/2023</b>	<b>Thursday</b>	Time Out:	<b>6pm</b>
Company Name: <b>Oxnard School District</b>		Contact: <b>Dr. Ana DeGenna, Assistant Superintendent Dalia Valenzuela-Arenas</b>		
Event Description: <b>8th grade Promotions</b>		Event Type: <b>8th grade Promotions</b>		
Attendance: <b>1600</b>		Ticketed: <b>yes</b>		

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$6,500
<b>Facilities</b>			
Building Overtime (After 10 Hrs) @ \$250/Hr.		FEES USED	\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
<b>Lighting</b>			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
<b>Audio</b>			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
<b>Video Projection / Recording</b>			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
<b>Cleaning</b>			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
<b>Miscellaneous</b>			
Advertising	\$0	Ask for details \$ 750.00	
Parking Permits	\$0	Per event \$ 500.00	
Green Room Hospitality	\$0	\$ 500.00	
<b>Ticketing</b>			
Music Lic ASCAP,BMI,SECAP,WMR	0%	\$ 2,000.00	
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
Event Cost:			\$6,500

**Theatre Staff**

FOH- Required for all Events			Hours	# of Staff	Rate PTEB		
Ushers	1 per 75	Included	4	8	\$28.40	\$ -	
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -	
Security	1 per 200	Included	4	4	\$68.16	\$ -	
Box Office	1 per 500	Included	6	1	\$35.50	\$ -	
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -	
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -	
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -	
<b>Tech Staff</b>	(Tech Staff is billed at 8 hrs - OT is additional)*		7	3	\$46.15	0	
StageHands & Loaders	as Needed		0				
			<b>OVERTIME</b>	<b>2</b>	<b>0</b>	<b>46.15</b>	<b>\$ -</b>

**NOTE:**

Damage Deposit:	\$ -
Total Fees:	\$ 6,500.00
Deposit:	\$ 2,000.00
Payment:	
<b>Due:</b>	<b>\$ 4,500.00</b>

Sterling Venue Ventures, LLC

Client Signature

\* By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.  
 \* Make all checks payable to: Sterling Venue Ventures, LLC

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/18/2022

PRODUCER <b>STEVEN RANDALL PETERSON</b> P.O. BOX 1100 VENTURA, CA 93002	CA 0745310	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE	
INSURED  STERLING VENUE VENTURES,LLC 28912 ROADSIDE DR. AGOURA HILLS, CA 91301	INSURER A: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER B: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER C: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	

**COVERAGES** Serial # 100674

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	SI18ML01883-211	08/26/2021	08/26/2022	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 0
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000,000
A	X	<b>AUTOMOBILE LIABILITY</b>	SI18ML01883-211	08/26/2021	08/26/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
B	X	<b>EXCESS / UMBRELLA LIABILITY</b>	SI8EX01220-211	08/26/2021	08/26/2022	EACH OCCURRENCE	\$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
C		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	SI8WC00724201	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1,000,000
		<input type="checkbox"/> Y/N				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

LOCATION ; OXNARD PAC

## CERTIFICATE HOLDER

AFORENOTED INSURED

## CANCELLATION

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

## AUTHORIZED REPRESENTATIVE

*Steven R. Peterson*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #22-173 – San Diego County Superintendent of Schools (DeGenna/Fox)**

---

San Diego County Superintendent of Schools will provide virtual and in-person Professional Development for Dual Language Middle School teachers during the 2022-23 school year.

**Term of Agreement : November 17, 2022 through June 30, 2023**

#### **FISCAL IMPACT:**

Not to Exceed: \$5,900.00- LCAP 1.3 Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Teaching and Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-173 with San Diego County Superintendent of Schools.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU #22-173 San Diego County Supt. of Schools \(3 Pages\)](#)  
[Scope of Work \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OXNARD SCHOOL DISTRICT**

**AND**

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

This memorandum of understanding (MOU) is entered into this 16th day of November 2022 by and between the OXNARD SCHOOL DISTRICT referred to as DISTRICT and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY.

**I. PURPOSE & INTENDED OUTCOME**

Increase the capacity of 7<sup>th</sup> and 8<sup>th</sup> grade world languages teachers in the Oxnard School District to provide high-quality Spanish language and content instruction aligned to the *2019 California World Languages Standards*, the *Spanish Language Arts Common Core Standards* and the *California World Languages Framework*.

- Increased teacher awareness and understanding of the new *California World Languages Standards and Framework*, and the *Spanish Language Arts Common Core Standards* including implications for curriculum and instruction
- Increased teacher expertise in evidence-based practices aligned to the *World Languages Framework* that will support implementation of standards-based Spanish language and content instruction

**II. SERVICES**

- Two initial virtual professional learning sessions (2 hours each) to explore the guiding documents and lay the pedagogical foundation for subsequent work
- One full-day in-person professional learning session to explore high-leverage instructional practices for Spanish language and content instruction, following SDCOE COVID 19 protocols and guidelines. If deemed necessary, this session could be provided virtually.
- Three virtual sessions and/or office hours, as needed, (1 ½ to 2 hours each) to support planning and implementation (Dates TBD, by appointment and/or set topics/dates/times)
- Planning and preparation of all materials, handouts, and presentations needed for the PL sessions
- Consultation and coordination meetings and calls, as needed, with the Director of Curriculum and Instruction for the purpose of coordinating the sessions and supporting implementation

**III. OWNERSHIP OF MATERIALS**

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps and other documents prepared for, or obtained related to the scope of, this Agreement shall be property of COUNTY from the moment of their creation.

IV. CONTRACT TERM

This contract shall be in force from December 19, 2022 to June 30, 2023.

V. PAYMENT

DISTRICT agrees to pay COUNTY for services provided, within 30 days of receipt of invoice \$5,900 (Five thousand nine hundred dollars).

VI. GOVERNING LAW VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State of Federal court located in San Diego County.

VII. COMPLIANCES WITH LAW

The parties shall be subject to and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

VIII. ENTIRE AGREEMENT

This agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IX. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this agreement.

X. CANCELLATION OF AGREEMENT

This Agreement may be cancelled prior to July 1, 2023, upon mutual written agreement of the parties in the event of cancellation of this Agreement, payment of fees for services provided prior to cancellation will be immediately due and payable to COUNTY.

XI. CONTACT INFORMATION

County Contact:

Dr. Eva Pando-Solis  
Coordinator, MEGA Dept.  
Learning and Leadership Services  
6401 Linda Vista Road, 321 South  
San Diego, CA 92111  
858-295-8989  
evangelina.pando-solis@sdcoe.net

District Contact:

Dr. Aracely Fox  
Director, Teaching and Learning  
Oxnard School District  
1051 A Street  
Oxnard, CA 93030  
805-385-1501 x2304  
a2fox@oxnardsd.org

XII. FINAL APPROVAL

This Agreement is of no force or effect until approval by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executive on their behalf by their fully authorized representatives.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Simonson

\_\_\_\_\_  
Valerie Mitchell  
Name

\_\_\_\_\_  
Deputy Superintendent, CBO.  
Title

\_\_\_\_\_  
Interim Asst. Supt., Business & Fiscal Services  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAN DIEGO COUNTY OFFICE OF EDUCATION  
*Multilingual Education and Global Achievement Department*

**OXNARD SCHOOL DISTRICT**  
**2022-23 World Languages Support**

Prepared by Eva Pando Solís, Ph.D.

**PURPOSE & SCOPE**

**The purpose** of this work is to:

Increase the capacity of 7<sup>th</sup> and 8<sup>th</sup> grade world languages teachers in the Oxnard School District to provide high-quality Spanish language and content instruction aligned to the *2019 California World Languages Standards*, the *Spanish Language Arts Common Core Standards* and the *California World Languages Framework*.

**Expected Outcomes**

- Increased teacher awareness and understanding of the new *California World Languages Standards and Framework*, and the *Spanish Language Arts Common Core Standards* including implications for curriculum and instruction
- Increased teacher expertise in evidence-based practices aligned to the *World Languages Framework* that will support implementation of standards-based Spanish language and content instruction

**Deliverables**

- Two initial virtual professional learning sessions (2 hours each) to explore the guiding documents and lay the pedagogical foundation for subsequent work
- One full-day in-person professional learning session to explore high-leverage instructional practices for Spanish language and content instruction, following SDCOE COVID 19 protocols and guidelines. If deemed necessary, this session could be provided virtually.
- Three virtual sessions and/or office hours, as needed, (1 ½ to 2 hours each) to support planning and implementation (Dates TBD, by appointment and/or set topics/dates/times)
- Planning and preparation of all materials, handouts, and presentations needed for the PL sessions
- Consultation and coordination meetings and calls, as needed, with the Director of Curriculum and Instruction for the purpose of coordinating the sessions and supporting implementation

**Topics for the Two Initial Virtual PL Sessions**

- Introduction to the *World Languages Standards*
  - Purpose
  - Structure and Organization
  - Key Elements
  - Unpacking the standards
- Introduction to the *World Languages Framework*
  - Purpose

- o Structure and Organization

### **Topics for the In-Person PL Session**

- Key pedagogical shifts and instructional implications of the *World Languages Standards and Framework*
- Introduction to the *Spanish Language Arts Common Core Standards*
  - o Purpose
  - o Structure and Organization
  - o Key Elements
  - o Unpacking
- Planning with the *World Languages Standards* and the *Spanish Language Arts Common Core Standards*
- Meaning-making and analysis of complex text: High-leverage instructional practices, Standards and Framework connections
- Teaching the Communication Standards: High-leverage instructional practices with a focus on the Interpretive and Interpersonal/Collaborative Modes, Standards and Framework connections.

Instructional planning time in the afternoon will be built into the full-day session so teachers can focus on application to their specific classroom context, with support.

### **Virtual Sessions/Office Hours**

These sessions will take place at a time that is convenient for teachers, possibly after school. During these sessions, we can deepen particular topics, clarify ideas, and support teachers with practical application and instructional planning questions.

NOTE: Sessions can be conducted in English and Spanish depending on topics and activities

### **CONFIRMED DATES:**

**Initial virtual professional learning sessions** (2 hours):

- Session 1 - Oct 13th Virtual (3-5p.m.)
- Session 2 - Oct 27th Virtual (3-5p.m.)

**Full-day in-person professional learning session:** Thursday Nov 10<sup>th</sup> (8:30 a.m. to 3 p.m.)

**Virtual sessions and/or office hours** (1 ½ to 2 hours): Dates TBD in November 2022, and/or January-April 2023)

### **COST:**

A proposed contract for **\$ 5,900.00**, includes all related costs: in-person and virtual professional learning sessions, preparation of all necessary materials, travel and lodging costs, and consultation and collaboration with the Director of Curriculum and Instruction, as needed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2022

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

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

<b>PRODUCER</b> License # 0C36861 <b>San Diego-Alliant Insurance Services, Inc.</b> 701 B St 6th Fl San Diego, CA 92101	<b>CONTACT NAME:</b> Sharon Robbins <b>PHONE (A/C, No, Ext):</b> (619) 736-6223 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sharon.Robbins@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> San Diego County School Risk Management Joint Powers Authorit <b>00000</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**INSURED** **San Diego County Schools/JPA**  
**San Diego County Office of Education**  
**Learning and Leadership Services**  
**6401 Linda Vista Rd.**  
**San Diego, CA 92111-7399**

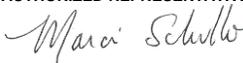
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>\$1,000,000 SIR</b> <input checked="" type="checkbox"/> EPL-Wrongful Acts GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SDJPA070122	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ Included
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 8,000,000
							PRODUCTS - COMP/OP AGG	\$ 8,000,000
							<b>PROF LIAB</b>	\$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000,000 SIR			SDJPA070122	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	JPA MOC	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate is subject to policy limits, conditions and exclusions. Policy A is a Self-Insured Reinsurance Program over Named Insureds Memorandum (MOC) of Coverage. 90-day notice of cancellation, 10 days for non-pay. Improper Sexual Conduct included under policy A. EPLI-Wrongful Acts included under General Liability. 60-day notice of cancellation for Workers' Compensation. Workers' Compensation subject to \$100,000 SIR.

Re: MEGA Department, Learning and Leadership Services. Spanish language and content instruction. Contract term: September 6, 2022 to June 30, 2023.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 A Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #22-175 – Island Packers (DeGenna/Higa)**

---

Island Packers to provide Frank Marine Science 7<sup>th</sup> and 8<sup>th</sup> grade students an educational experience that connects with their Marine Science Curriculum, on Friday, February 10, 2023.

#### **FISCAL IMPACT:**

\$2,860.00- Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Frank Academy and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-175 with Island Packers.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-175, Island Packers \(4 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)



Account # 465280

## Education Floating Classroom Service Agreement

Booking # R1111359

OSD Agreement# 22-175

**TRIP INFORMATION**

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

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**Departure Date: **Friday, February 10, 2023**

Vessel: Island Adventure

Departure Time: **10:00 AM**Check In Time: **9:15 AM**

Depart Island: N/A

Return to Dock: **1:30 PM**Education Destination **Winter Whale Watching**

Comments:

Arriving by bus?

Yes

Latest date/time for bus cancellation:

**RESERVED FOR**

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

# of Classes

N/A

Last Name Alstot

First Name Erika

School RJ Frank Academy

Grade 7/8

Street Address 701 North Juanita Avenue

City Oxnard

St. CA

Zip Code 93030-

Phone (805) 385-1536 x

Cell (805) 794-1483

Fax

Email ealstot@oxnardsd.org

**FINANCIAL INFORMATION:**

Number of Seats Reserved	<b>110</b>	Cost Per Person (Student/Teacher/Chaperone)	<b>\$26.00</b>	Total	<b>\$2,860.00</b>
--------------------------	------------	---	----------------	-------	-------------------

A Deposit of	<b>\$572.00</b>	Has Been Waived	<b>09/30/22</b>	Final Count Due By	<b>1/27/23</b>
--------------	-----------------	-----------------	-----------------	--------------------	----------------

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

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **1/27/2023**

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

P.O. # or Additional  
Payment Information**No individual checks/payments are permitted.****CANCELLATION POLICY****Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.****Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.****Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.****No refunds for cancellations or no shows less than 72 hours prior to departure.****You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.****In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.****PLEASE READ THIS DOCUMENT CAREFULLY.**I AGREE TO THE TERMS  
AND CONDITIONS HEREIN \_\_\_\_\_

DATE \_\_\_\_\_

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001  
Phone 805-642-1393 Fax 805-642-6573For **reservation** information or changes: email: groupcharters@islandpackers.comFor **education program** questions: email: education@islandpackers.com

Operator R11

Date 9/29/2022

Sent By

S/A Mailed 10/4/22



1691 Spinnaker Dr., Ste. 105 B, Ventura, CA, 93001

Booking # R1111359

805-642-1393

Fax 805-642-6573

groupcharters@islandpackers.com

## FLOATING CLASSROOM TRIP INFORMATION

**Your Trip will Depart From:**

**Ventura Harbor: 1691 Spinnaker Drive, Suite 105B, Ventura, CA 93001**

**Departure Date:** Friday, February 10, 2023

**Departure Time** 10:00 AM

**Arrive for Check-In at** 9:15 AM

**Island Departure Time is** N/A

**Return to the Harbor at** 1:30 PM

Time is  
Approximate

**Floating Classroom Destination**

**Winter Whale Watching**

### MANIFEST

The U.S. Coast Guard requires a passenger manifest with the **name** and **emergency phone number** for **ALL PERSONS** boarding the boat. You may use the enclosed form or create your own list. Boarding passes will be given based on the number of confirmed names on your manifest. Bring the completed manifest with you on the day of your trip.

### EDUCATION

It is our goal to provide a fun and educational experience for your class that provides a curriculum relating to your classroom studies. Our web site, [www.islandpackers.com](http://www.islandpackers.com), has educational information available under School Field Trips. You may contact our Education Coordinator at [Education@islandpackers.com](mailto:Education@islandpackers.com) or at Extension 306 .

### ARRIVAL & CHECK IN

Please arrive at least one half hour prior to departure time. Gather your group together outside of the office. **A maximum of six students are allowed in the retail area at a time and must be accompanied by a chaperone.** Check in at the office with your manifest and final details. Approximately 20 minutes before departure, a crew member will meet with your group and give a boat orientation and safety talk. The captain will review this information again onboard the boat.

### GENERAL PREPARATION

All students and chaperones should dress for outdoor activities and wear sturdy, closed shoes with good grip soles for safety and comfort. Dress in layers appropriate for the current weather. Participants may also bring cameras, binoculars, note pads and wooden pencils (no plastic pens as they do not degrade if lost). Please leave all electronic games and personal music systems at home.

### FOOD AND DRINK

All boats have a snack bar onboard. Participants should bring a bag lunch if trip length necessitates. All trash must be taken off the island by participants. Sunflower Seeds, Gum and Fire Hot Cheetos or Takis are not

### WEATHER CANCELATION POLICY

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your trip. On the morning of your departure, after 5:30 AM, please call 805-642-1393, select option 4 and listen for the status of your trip. Please be weather aware. Island Packers will not call you if the trip is canceled due to weather.

### DRIVING DIRECTIONS & ADDITIONAL INFORMATION

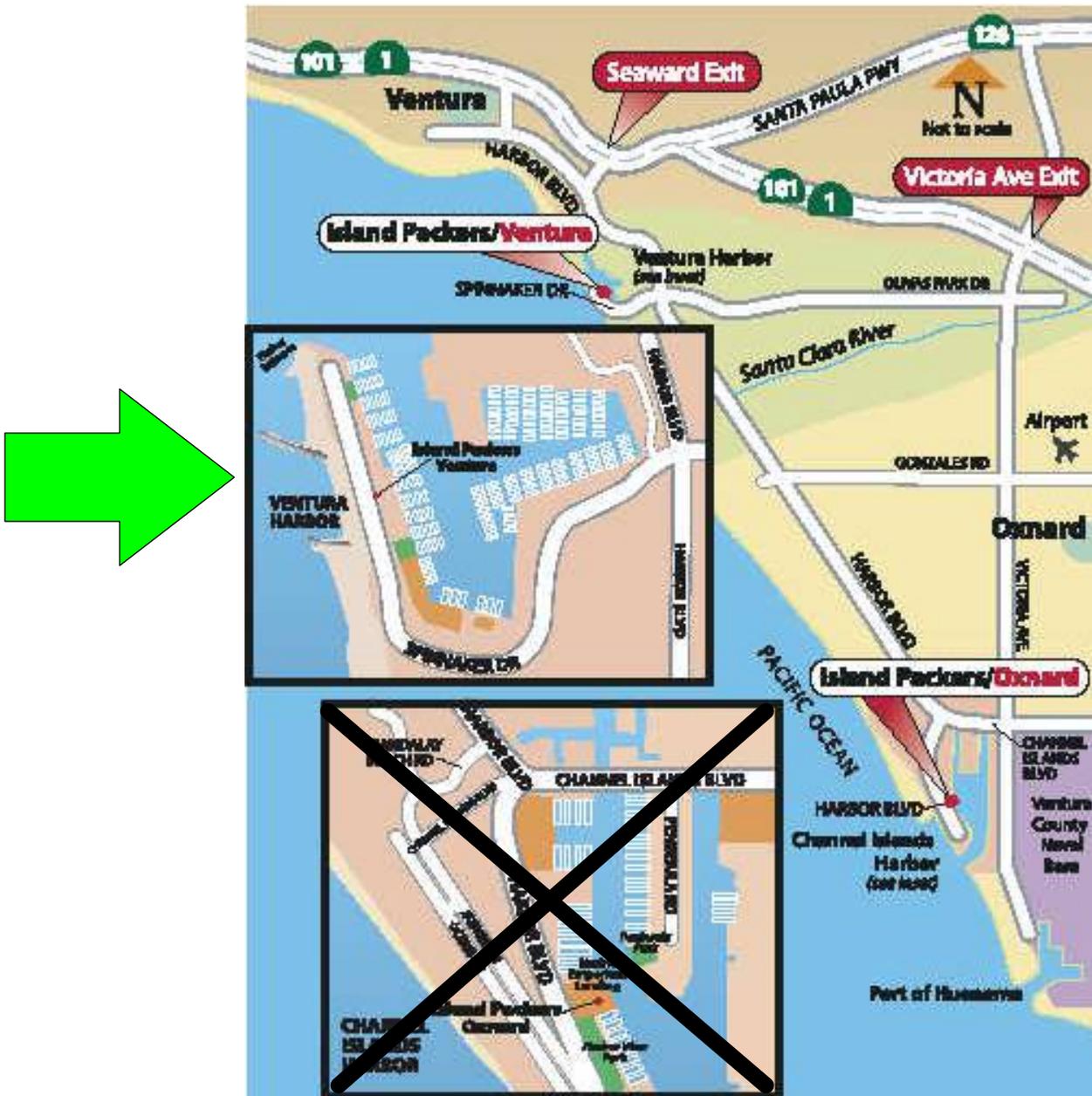
On the reverse or attached if e-mailed , is a map and directions for your harbor of departure. If you have questions regarding this reservation, contact the our Reservation Desk or [groupcharters@islandpackers.com](mailto:groupcharters@islandpackers.com). For information on the educational content of your floating classroom, contact the Education Coordinator at Ext. 306 or at [education@islandpackers.com](mailto:education@islandpackers.com)

## VENTURA HARBOR DIRECTIONS

Island Packers  
1691 Spinnaker Drive, Suite 105 B  
Ventura, CA 93001

**Southbound 101:** Take Seaward Ave. exit. Turn left on Harbor Blvd. Go approximately 1 ¾ miles, turn right onto Spinnaker Dr. We are 1 mile in on Spinnaker Dr. on the right.

**Northbound 101:** Take Victoria Ave. exit. Turn left onto Victoria Ave., go ½ mile, turn right onto Olivas Park Dr. Olivas Park Dr. takes you to The Ventura Harbor and becomes Spinnaker Dr. We are 1 mile in on Spinnaker Dr. on the right.





Trip Date **2/10/23**

# PASSENGER MANIFEST

Booking # **R1111359**

Boat Time: **10:00 AM**

Boat: **ADV**

Group Name: **RJ Frank Academy**

## Destination **Winter Whale Watching**

Please complete (**print**) this form with the name and emergency phone number of **each person**, including group leaders, teachers, chaperones & students that will be boarding the boat on the day of your trip. Complete prior to check in. Bring with you on the day of your departure. This manifest will be used to determine the number of boarding passes you receive. **DO NOT SKIP LINES PLEASE!**

Name	Phone Number	Name	Phone Number
1.		31.	
2.		32.	
3.		33.	
4		34.	
5.		35.	
6.		36.	
7.		37.	
8.		38.	
9.		39.	
10.		40.	
11.		41.	
12.		42.	
13.		43.	
14		44.	
15.		45.	
16		46.	
17.		47.	
18		48.	
19.		49.	
20.		50.	
21.		51.	
22.		52.	
23.		53.	
24.		54.	
25.		55.	
26.		56.	
27.		57.	
28.		58.	
29.		59.	
30.		60.	



**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

Addendum A  
2022-23-MGL SUBSCRIPTION POLICY #BRASH00134

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

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

**ADDITIONAL INSURED ENDORSEMENT**

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

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

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

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Approval of Overnight Field Trip and Agreement #22-183 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (DeGenna/Hokla)**

---

Ninety (90) 6th grade students from Juan Soria School will participate in an instructional program of Outdoor Science & Conservation Education at Camp Whittier in Santa Barbara, December 12-15, 2022.

#### **FISCAL IMPACT:**

There is no impact to the General Fund. Costs are approximately \$400 per student, \$150 per district staff member/chaperone, and the total including insurance and round-trip bus transportation is not to exceed \$35,000.00. Costs will be paid by ASB Fundraisers.

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #22-183 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, at no cost to the district.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-183, United Boys & Girls Clubs of Santa Barbara County/Camp Whittier \(7 Pages\)](#)  
[Certificate of Insurance \(12 Pages\)](#)



# Camp Whittier

2400 Hwy. 154, Santa Barbara, CA 93105  
(805) 962-6776

Tstepien@unitedbg.org www.unitedbg.org



**BOYS & GIRLS CLUBS**  
UNITED BOYS & GIRLS CLUBS  
OF SANTA BARBARA COUNTY  
CAMP WHITTIER

## Elings Science and Math Camp Contract

**Group Name:** Juan Soria

**Contact Name:** Kristen Barajas

**Email:** kbarajas@oxnardsd.org

**Address:** 3101 Dunkirk Dr. Oxnard, Ca. 93035

**Phone:** 805-385-1584

**Alt. Phone:**

**Minimum Guaranteed # of Participants:** 90

**Min. Guaranteed # of Meals per Person:** 10

**Early Staff Arrival Date:** n/a

**Early Arrival Time:** n/a

**Early Arrival Count:** n/a

**Group Arrival Date:** Tuesday 12/12/2022

**Departure Date:** Friday 12/15/2022

**Mode of Transportation:**

Bus       Vans       Multiple Personal Vehicles      Other: \_\_\_\_\_

**Meal Schedule:**

Standard Meals	Standard Time	Alternative Meals	Alternative Time
Breakfast	8:00 am		
Lunch	12:00pm		
Dinner	6:00 pm		

Week 1	Breakfast	Lunch	Dinner	Week 2	Breakfast	Lunch	Dinner
Monday				Monday			
Tuesday		98	98	Tuesday			
Wednesday	98	98	98	Wednesday			
Thursday	98	98	98	Thursday			
Friday	98	98		Friday			
Saturday				Saturday			
Sunday				Sunday			

**Facilities Use:**

<input checked="" type="checkbox"/>	Rotary Cabins	
<input checked="" type="checkbox"/>	Creek Lodge	
<input checked="" type="checkbox"/>	Canyon Village Cabins	
<input checked="" type="checkbox"/>	Canyon Lodge/Dorms	
<input checked="" type="checkbox"/>	Wilderness Cabins	
<input type="checkbox"/>	Tents	
<input type="checkbox"/>	Pool	
<input type="checkbox"/>	Archery Range	

Challenge Course	
Kitchen Rental	n/a

**Special Requests and Notes:** final invoice will account for additional persons.

### Camp Whittier Contract and Invoice

**Use Fees:** Payable by check, cash, or credit card (3.5% processing fee applies to all credit card transactions.)

Item	Quantity	Cost/Unit (\$)	Total Cost (\$)
3 nights / 10 meals per student	90	\$375.00	\$33,750
Teacher/Staff	24	\$150	\$300.00
Chaperone	6	\$100	\$600.00
		<b>Total:</b>	<b>\$34,650</b>

**Final Invoice will be provided after arrival date and account for any additional person above the amount in this contract.**

**Security Deposit:** Payable by Money Order or Cashier’s Check. Deposit may be used for any damages incurred during stay. After contract is completed, any remaining security deposit amount can be rolled over to the next retreat reservation, can be refunded or applied to balance due. Request for deposit refunds will be submitted to our accounting office and returned within 3 weeks of departure.

Item	Total Cost (\$)	Fee Due Date
Security Deposit	\$3,500	11/12/2022
Booking Fees	\$34,650	12/12/2022
<b>Total Cost of Rental:</b>	<b>\$34,650</b>	

**Contract Minimums and Cancellation Policy:**

Upon signing this contract you agree to pay for a minimum of campers and meals per person listed in this agreement. Additional participants and meals can be added with approval from the Camp Director and at least two weeks’ written notification. A security deposit and signed contract are required in order to secure a requested date. **The security deposit is nonrefundable if you cancel your reservation 130 days or less prior to your stay.** The following refund amounts apply to full or partial reservation cancellations:

**Public Health Conditions:**

Please note, that If you cancel your reservation due to COVID-19 regulations, your deposit will be made refundable, minus a \$200 administrative fee.

#### Camp Whittier Use Agreement

##### Cancellation Fees:

In the event of cancellation by user group, the following charges will apply:

- A) 91 or more days prior to camp use – return of deposit less \$350.00 administrative fee.
- B) 61 to 130 days prior to camp use – loss of deposit plus 20% of minimum guaranteed fee.
- C) 31 to 60 days prior to camp use – loss of deposit plus 40% of minimum guaranteed fee.
- D) 15 to 30 days prior to camp use – loss of deposit plus 60% of minimum guaranteed fee.
- E) 0 to 14 days prior to camp use – loss of deposit plus 100% of minimum guaranteed fee.

### USER GROUP INSURANCE

- 1) User group agrees to provide proof of the following form of insurance before arrival at camp.
  - a. COMPREHENSIVE GENERAL LIABILITY INSURANCE with minimum limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and \$1,000,000 for loss of damage of property per any one occurrence.
- 2) User group shall have the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY named as additional insured on user's Comprehensive General Liability Insurance policies for the period user group is using camp facilities.
- 3) It is hereby understood and agreed that any insurance provided by user group in accordance with agreement shall be deemed primary insurance and shall not look to any insurance of the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY for contribution.

### User Group Agrees

- 1) To observe all rules of the County of Santa Barbara and the U.S. Forest Service, including those that provide that no wood be cut, and no fires or smoking is allowed except in areas so designated. The user group is responsible for all supervision of attendees for the duration of the contract. Camp Guidelines will be sent with the contract and other Camp procedures will be discussed at your first meal.
- 2) To abide by all rules and regulations of Camp Whittier. To provide a certified lifeguard for all aquatic activities. To provide adult supervision in each cabin. To provide an adult certified in first aid and CPR on duty for emergency medical needs. To have emergency transportation available if necessary. It is the user groups responsibility to provide all necessary equipment, staff, supervision, and transportation during an emergency except when it is deemed appropriate that this be provided by community emergency response personnel. User groups are also responsible to notify camp director in all emergency situations. Camp Whittier recommends that the user groups compile an emergency packet for all participants that include emergency names and contact numbers, medications, restrictions and permission to treat.
- 3) To pay any damage to camp property during occupancy of camp facilities other than normal wear and tear, which are discovered during the departure inspection by the director of Camp Whittier. Camp Whittier shall have no obligation to identify the member or members of the user group responsible for the damage. The user group is responsible for the supervision and the behavior for attendees. The camp facilities will be inspected by the camp director prior to the arrival of the user group and will be re-inspected prior to or immediately after user group's departure. The initial inspection will be considered correct unless variances are noted in writing by the user group leader and presented to the camp director within two hours of arrival. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean and swept upon departure.

- 4) It is understood and agreed that no firearms, **alcoholic beverages or illegal drugs of any kind** are permitted on the premises.
- 5) To pay deposits, security deposits, and camp rental fees upon agreed upon payment schedule. User group agrees to pay all invoices on time, pay 1-1/2 % per month for an annual rate of 18% service charge on past due amounts and pay court costs, and/or reasonable attorney's fees, or both, if collection is necessary through process of suit.
- 6) User group is not permitted the use of any ropes course equipment, low or high, unless contracted with Teamwork's and under the supervision of a Teamwork's certified ropes facilitator.
- 7) User group is responsible to provide their own wood for campfires, cooking, & using in the dining hall fireplace.

**Hold-Harmless Agreement:**

User group shall indemnify, hold free and harmless, assume liability for and defend Camp Whittier, its chartered affiliates, agents, servants, employees, officers, and directors from any and all costs, and all other sums, which the camp, its chartered affiliates are obligated to pay on account of any, all and every demand for, user group's use of real or personal property belonging to Camp Whittier, its chartered affiliates, agents, servants, employees, officers, and directors, or omission by user group, its members, agents, servants, employees, officers or directors.

**Camp Whittier Agrees:**

- 1) To provide administrative assistance and maintenance for the period contracted.
- 2) To provide food service for the period contracted, unless otherwise indicated in addendum.
- 3) To reserve the right to cancel this agreement for other than breach of these terms upon reasonable notice.

Requests for any changes to the foregoing must be submitted for approval to Camp Whittier administrative office in writing at least 130 days prior to rental day.

**Addendum:**

**Please sign and return original to:**

**Camp Whittier  
2400 Highway 154  
Santa Barbara, CA 93105**

Director: Todd Stepien  
TStepien@unitedbg.org

**Checks and Money Orders can be made out to "UBGC of SB" OR "Camp Whittier".**

I hereby certify that I am authorized to sign for the user group listed below:

---

United Boys & Girls Clubs of Santa Barbara County

User Group

\_\_\_\_\_  
Authorized Signature – User Group Leader

Valerie Mitchell  
Interim Asst. Supt., Business & Fiscal Services  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature – Camp Whittier

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

## Rules and Regulations for Events at Camp Whittier:

### **Prior to Arrival You Need to Know:**

1. There is no phone available at camp. If you need a phone please be sure someone in your group has a cell phone available. There is a phone for medical emergencies only.
2. All groups must provide their own bedding and toiletries.
3. You must designate a contact prior to your event to check in and check out your group with the Camp Ground Host.
4. We provide a vegetarian and vegan option in our menu when requested. Final count must be provided to us 2 weeks prior to event.
5. We do not allow any members of groups to utilize our kitchen facilities due to insurance restrictions.
6. Groups larger than 40 bringing individual cars must designate a parking coordinator to arrive early to meet with our Camp Ground Host.
7. Clean up must be in a timely manner per the pre-arranged contractual agreement.
8. Any additional work, cleaning or restoration which must be completed by Camp Whittier Staff, that is necessary due to user group's negligence will be billed at \$150/hour plus cost of any materials needed.
9. Firearms, illegal drugs and minors smoking or using alcohol are strictly forbidden on camp grounds.
10. We require adult supervision in each cabin.
11. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean, and swept upon departure.
12. User group is not permitted the use of any rope course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a Camp Whittier certified ropes course facilitator.
13. User group is responsible to provide their own wood for campfires, cooking & using in the dining hall fireplace.

### **Upon Arrival:**

1. **Camp Speed Limit is 4 mph.**
2. PLEASE DRIVE SLOWLY: We have many children frequently hiking our roads.
3. All vehicles must be parked off main roads.
4. No pets allowed in the camp.
5. Check in with Camp Ground Host. If problems arise during your stay, please see Camp Ground Host.
6. Do not carry people in the back of trucks while on camp property.
7. No candles allowed in any buildings in the camp.
8. No tacks, nails, staple gun or duct tape on or in buildings or trees on or into camp. Do not attach anything to the fans at camp.
9. Smoking Areas: There are three smoking areas at the camp only.
  - a. In front of the Dining Hall by the fire pit.
  - b. At the Campfire pits.
10. All cigarette butts must be put in the pits or cigarette can. It is considered trash, and your group will be held accountable if left on the grounds.
11. No gum allowed in the camp. It can kill the wildlife.
12. Please keep off all high and low ropes course events and the rock-climbing wall. These are for use only with supervision only with certified Camp Whittier staff.
13. Please no rock throwing in camp.
14. Please put all trash into trash cans and recyclables (cans and bottles) in recycle containers.
15. No vehicles allowed on the field. No stakes into the field due to sprinkler system.
16. For your safety we have a bell alarm at the camp that is sounded in the event of an emergency. If you hear the bell, your group should report to the field below the pool.
17. Balloons are not allowed at camp; they can be harmful to our wildlife.
18. Only use buildings assigned to you as per your contractual agreement.
19. Quiet hours are 9:00pm-7:00am. Please avoid staff housing, dining hall, and parking lot areas during these hours.
20. If you have food in your cabin, you may attract ants or small animals.
21. If you are hiking please be aware of the following:
  - a. Poison Oak: No leaves in winter only straight sticks. Green or red leaves other times.
  - b. Ticks: They hang out on the end of brush and wait for hikers to feed on.
  - c. Snakes: We have many snakes including Rattle Snakes. If you see a snake just leave it alone. If it is in the Camp area please let us know and our staff will take care of it.

- d. Mountain Lions & Bears: (Rarely seen) They are seen mostly at night. If you come across one, make yourself as big as possible and **back away slowly**. **Do not turn and run** or it will chase you.
- e. Other Wildlife: Deer, Wild Turkeys, Quail, Squirrels, Hawks, Eagles, Raccoons, Skunks, Coyotes. **Please do not feed or destroy the wildlife.** Just enjoy the view and allow them to do their thing without our interruption.
- f. Please do not take or pick plant life. If you take it, it won't be there for others to enjoy.

**I have read and agree to the above rules for our group's use of Camp Whittier. I further agree to communicate these rules to all members of my party.**

Responsible Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

**Please return a copy to our office with your contract. Thank you for your cooperation!**



**SHORT-TERM (24-HOUR) COVERAGE  
Accident Insurance Enrollment Form for the  
2022-2023 School Year  
100% Participation Required**

Provides excess accident and emergency sickness medical coverage and accidental death and dismemberment coverage for all of your students participating in school sponsored and supervised activities involving overnight travel and/or periods without direct and immediate school supervision. Rate is \$1.85/person/calendar day. Coverage consists of BASIC and CATASTROPHIC injury benefits.

<b>Basic</b>	Accident Medical Expense Benefits are paid on an excess basis at 100% of Usual and Customary charges up to \$25,000/injury and up to \$3,000 for Emergency Sickness. Includes benefit for pre-approved Medical Evacuation expenses up to \$25,000 and up to \$10,000 of expenses for Repatriation of Remains to home country. Covered charges for injuries are limited to those incurred within two years from date of injury.
<b>Catastrophic</b>	Benefits are subject to a deductible (disappearing*) of \$25,000 and are then paid at 100% of Usual and Customary Charges up to \$1,000,000. Includes additional cash benefits of up to \$500,000 (depending upon the severity of the loss) and accidental death benefit of \$25,000.
<b>Underwritten by ACE American Insurance Company - The policies have complete details of provisions, limits and exclusions.</b>	
<i>*May be satisfied using benefits payable under the Basic plan described above or other primary insurance</i>	

**APPLICATION AND LIST OF NAMES**

MUST BE RECEIVED BY MYERS-STEVENS PRIOR TO THE START DATE OF ACTIVITIES, OTHERWISE COVERAGE WILL BEGIN UPON RECEIPT. PREMIUM IS DUE WITHIN 10 DAYS OF THE START OF THE ACTIVITY. It is required that all students attending this event are covered, whether they have other insurance or not. Coverage is optional for parent volunteers and other youth participants. Staff may also be included on an optional basis. Please include names with list of students on reverse.

Please complete the entire form below and the list of names on the reverse side. Return with your premium or billing information.

**Mail, fax or email to:** Myers-Stevens & Toohey Co., Inc. - 26101 Marguerite Parkway Mission Viejo, CA. 92692 or  
Via Fax: (949) 348-2630 or Via Email: activities@myers-stevens.com

**QUESTIONS??? Call (800) 827-4695**

**ACTIVITY INFORMATION**

Name of District Oxnard School District

Name of School Juan Lagunas Soria

Address 3101 Dunkirk Drive Phone 805-385-1584

E-mail Contact naguilera@oxnardsd.org

Starting date 12/12/2022 Ending Date 12/15/2022

Destination/Activity Camp Whittier

Coverage requested by: Naomi Aguilera  10/21/22

Print Name Signature Date

PLEASE NOTE: THERE IS A MINIMUM PREMIUM REQUIREMENT.  
Premium is due within 10 days of the start date of activity.

**PAYMENT/BILLING INFORMATION**

NEW  REVISED

Calculate Premium Due: 130 x 4 x \$1.85 = \$ 962.00

# of Participants # of Calendar Days Premium Rate PREMIUM DUE (\$35 minimum)

METHOD OF PAYMENT:  REQUEST INVOICE  NO INVOICE NEEDED  P.O. NUMBER \_\_\_\_\_

*If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.*

MC/VISA AUTHORIZATIONS:  MC:  VISA: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Month / Year Security Code Zip Code of Cardholder

I authorize Myers-Stevens & Toohey Co., Inc. to deduct the premium payment:

Name of Cardholder \_\_\_\_\_ Cardholder's Signature \_\_\_\_\_

## SHORT-TERM (24-HOUR) COVERAGE

### LIST OF STUDENTS / PARENT VOLUNTEERS AND OTHER YOUTH PARTICIPANTS / STAFF

Please provide names below. If necessary, please make copies and attach separately.

Name of School Juan Lagunas Soria

Name and location of activity 6th Grade Science Camp - Camp Whittier

Starting date 12/12/2022

Ending Date 12/15/2022

#### Students

	Last Name	First Name		Last Name	First Name
1.	Aboytes	Erick	26.	Diaz	Miguel
2.	Acosta Garcia	Roberto	27.	Dionicio	Sofia
3.	Aguilar	Isabella	28.	Escutia	Kiela
4.	Alatorre	Maximiliano	29.	Espinoza	Erick
5.	Anaya	Aviana	30.	Fernandez	Anthony
6.	Angell	Jiada	31.	Fernandez	Donovan
7.	Aranda	Thaliza	32.	Fernandez	Adrian
8.	Avalos Martinez	Paulina	33.	Fierro	Joaquin
9.	Balcazar	Quetzalli	34.	Flores	Jillian
10.	Balderas	Camila	35.	Galaviz	Shanelle
11.	Barajas Barajas	Alessandro	36.	Garcia	Mia
12.	Barreto	Ariana	37.	Gomez	Joshua
13.	Bautista	Leonardo	38.	Gomez	Evan
14.	Brizuela	Jayleen	39.	Gonzalez	Audrey
15.	Brown	Jacob	40.	Gonzalez	Elijah
16.	Campbell	Emily	41.	Goodloe	Ayanna
17.	Carriedo	Monserat	42.	Guerra	Alan
18.	Carrillo	Dylan	43.	Guerrero	Emily
19.	Carrillo	Alexandro	44.	Guerrero	Julian
20.	Casarez	Mia	45.	Gurrola	Joseph
21.	Castillo Hernandez	Diego	46.	Gutierrez	Dianne
22.	Chavez	Sophia	47.	Gutierrez	Isaac
23.	Cruz	Diego	48.	Gutierrez	Kimberly
24.	Dejesus	Kate	49.	Gutierrez	Jayden
25.	Diaz	Leila	50.	Guzman	Juan

#### Parent Volunteers and Other Youth Participants

Last Name	First Name
Lopez	Alexandra
Solano	Alma
Brown	Kevin

#### Staff

Last Name	First Name
Barajas	Kirsten
Martinez	Aracely
Doswell	Joel

# Insurance - 1

Final Audit Report

2022-10-25

Created:	2022-10-25
By:	Naomi Aguilera (naguilera@oxnardsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARRoPkdHFE2wyRMDocCQlqBXeitRgpIM2A

## "Insurance - 1" History

-  Document created by Naomi Aguilera (naguilera@oxnardsd.org)  
2022-10-25 - 4:50:12 PM GMT- IP address: 204.147.19.36
-  Document emailed to nae.oh.its.mee@gmail.com for signature  
2022-10-25 - 4:51:07 PM GMT
-  Email viewed by nae.oh.its.mee@gmail.com  
2022-10-25 - 4:53:49 PM GMT- IP address: 74.125.209.55
-  Signer nae.oh.its.mee@gmail.com entered name at signing as Naomi Aguilera  
2022-10-25 - 4:54:19 PM GMT- IP address: 172.56.121.226
-  Document e-signed by Naomi Aguilera (nae.oh.its.mee@gmail.com)  
Signature Date: 2022-10-25 - 4:54:21 PM GMT - Time Source: server- IP address: 172.56.121.226
-  Agreement completed.  
2022-10-25 - 4:54:21 PM GMT



myers | stevens | toohey

# SHORT-TERM (24-HOUR) COVERAGE Accident Insurance Enrollment Form for the 2022-2023 School Year 100% Participation Required

Provides excess accident and emergency sickness medical coverage and accidental death and dismemberment coverage for all of your students participating in school sponsored and supervised activities involving overnight travel and/or periods without direct and immediate school supervision. Rate is \$1.85/person/calendar day. Coverage consists of BASIC and CATASTROPHIC injury benefits.

### Basic

Accident Medical Expense Benefits are paid on an excess basis at 100% of Usual and Customary charges up to \$25,000/injury and up to \$3,000 for Emergency Sickness. Includes benefit for pre-approved Medical Evacuation expenses up to \$25,000 and up to \$10,000 of expenses for Repatriation of Remains to home country. Covered charges for injuries are limited to those incurred within two years from date of injury.

### Catastrophic

Benefits are subject to a deductible (disappearing\*) of \$25,000 and are then paid at 100% of Usual and Customary Charges up to \$1,000,000. Includes additional cash benefits of up to \$500,000 (depending upon the severity of the loss) and accidental death benefit of \$25,000.

**Underwritten by ACE American Insurance Company - The policies have complete details of provisions, limits and exclusions.**

*\*May be satisfied using benefits payable under the Basic plan described above or other primary insurance*

## APPLICATION AND LIST OF NAMES

MUST BE RECEIVED BY MYERS-STEVENS PRIOR TO THE START DATE OF ACTIVITIES, OTHERWISE COVERAGE WILL BEGIN UPON RECEIPT. PREMIUM IS DUE WITHIN 10 DAYS OF THE START OF THE ACTIVITY. It is required that all students attending this event are covered, whether they have other insurance or not. Coverage is optional for parent volunteers and other youth participants. Staff may also be included on an optional basis. Please include names with list of students on reverse.

Please complete the entire form below and the list of names on the reverse side. Return with your premium or billing information.

**Mail, fax or email to:** Myers-Stevens & Toohey Co., Inc. - 26101 Marguerite Parkway Mission Viejo, CA. 92692 or  
Via Fax: (949) 348-2630 or Via Email: activities@myers-stevens.com

**QUESTIONS???** Call (800) 827-4695

## ACTIVITY INFORMATION

Name of District Oxnard School District

Name of School Juan Lagunas Soria

Address 3101 Dunkirk Drive Phone 805-385-1584

E-mail Contact naguilera@oxnardsd.org

Starting date 12/12/2022 Ending Date 12/15/2022

Destination/Activity Camp Whittier

Coverage requested by: Naomi Aguilera *NA* 10/21/22  
Print Name Signature Date

PLEASE NOTE: THERE IS A MINIMUM PREMIUM REQUIREMENT.  
Premium is due within 10 days of the start date of activity.

## PAYMENT/BILLING INFORMATION

NEW  REVISED

Calculate Premium Due: \_\_\_\_\_ x 4 x \$1.85 = \$ \_\_\_\_\_  
# of Participants # of Calendar Days Premium Rate PREMIUM DUE (\$35 minimum)

METHOD OF PAYMENT:  REQUEST INVOICE  NO INVOICE NEEDED  P.O. NUMBER \_\_\_\_\_  
*If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.*

MC/VISA AUTHORIZATIONS:  MC:  VISA: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month / Year Security Code Zip Code of Cardholder

I authorize Myers-Stevens & Toohey Co., Inc. to deduct the premium payment:

Name of Cardholder \_\_\_\_\_ Cardholder's Signature *NA*

## SHORT-TERM (24-HOUR) COVERAGE

### LIST OF STUDENTS / PARENT VOLUNTEERS AND OTHER YOUTH PARTICIPANTS / STAFF

Please provide names below. If necessary, please make copies and attach separately.

Name of School Juan Lagunas Soria

Name and location of activity 6th Grade Science Camp - Camp Whittier

Starting date 12/12/2022

Ending Date 12/15/2022

#### Students

	Last Name	First Name		Last Name	First Name
1.	Guzman	Matthew	26.	Navarro	Ramon
2.	Hernandez	Francisco	27.	Navarro	Angelina
3.	Jackson	Charley	28.	O'Brien	Gerald
4.	Jarquín	Aristides	29.	Ochoa	Margarita
5.	Jasso	Samantha	30.	Ochoa	Sophia
6.	Johnson	Julianna	31.	Ornelas	Elizabeth
7.	Lemus	Timothy	32.	Oropesa	Audrie
8.	Lopez	Jaaziah	33.	Orozco	Coby
9.	Lopez	Jayden	34.	Orozco	Israel
10.	Lopez	Jazlyn	35.	Ortiz	Evelyn
11.	Lozano	Alondra	36.	Oviedo	Alexa
12.	Lyghts	Karlee	37.	Quezada	Giovanni
13.	Macias	Natalia	38.	Ramirez	Alexia
14.	Magana	Damian	39.	Ramirez Gutierrez	Itzayana
15.	Magnis	Zoe	40.	Richards	Brooke
16.	Martinez	Heleenah	41.	Rios	Ilani
17.	Mcnaughten	Norah	42.	Robles	Jose
18.	Melgoza	Daisy	43.	Rodriguez	Edgar
19.	Melgoza	Alexandra	44.	Rodriguez	Sophia
20.	Merricks	Malcolm	45.	Rodriguez	Noah
21.	Meza	Alexandra	46.	Rodriguez	Ace
22.	Morales	Arturo	47.	Rodriguez	Jaelyn
23.	Munguia	Sebastian	48.	Rodriguez Calderon	Alexandra
24.	Munguia	Gerardo	49.	Salas	Arianna
25.	Nandino	Brittany	50.	Salas	Juan

#### Parent Volunteers and Other Youth Participants

Last Name	First Name
Gomez	Armando
Dilley	Lizza
Martinez	Maria

#### Staff

Last Name	First Name
Pope	Brennan

# Insurance - 2

Final Audit Report

2022-10-21

Created:	2022-10-21
By:	Naomi Aguilera (naguilera@oxnardsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_Zv8rsM6if9H1fAEU5kvCBX9G4Yr7-kS

## "Insurance - 2" History

-  Document created by Naomi Aguilera (naguilera@oxnardsd.org)  
2022-10-21 - 11:50:12 PM GMT- IP address: 204.147.19.36
-  Document emailed to nae.oh.its.mee@gmail.com for signature  
2022-10-21 - 11:50:41 PM GMT
-  Email viewed by nae.oh.its.mee@gmail.com  
2022-10-21 - 11:54:07 PM GMT- IP address: 74.125.209.55
-  Signer nae.oh.its.mee@gmail.com entered name at signing as Naomi Aguilera  
2022-10-21 - 11:57:08 PM GMT- IP address: 172.56.120.168
-  Document e-signed by Naomi Aguilera (nae.oh.its.mee@gmail.com)  
Signature Date: 2022-10-21 - 11:57:10 PM GMT - Time Source: server- IP address: 172.56.120.168
-  Agreement completed.  
2022-10-21 - 11:57:10 PM GMT





**SHORT-TERM (24-HOUR) COVERAGE  
Accident Insurance Enrollment Form for the  
2022-2023 School Year  
100% Participation Required**

Provides excess accident and emergency sickness medical coverage and accidental death and dismemberment coverage for all of your students participating in school sponsored and supervised activities involving overnight travel and/or periods without direct and immediate school supervision. Rate is \$1.85/person/calendar day. Coverage consists of BASIC and CATASTROPHIC injury benefits.

**Basic** Accident Medical Expense Benefits are paid on an excess basis at 100% of Usual and Customary charges up to \$25,000/injury and up to \$3,000 for Emergency Sickness. Includes benefit for pre-approved Medical Evacuation expenses up to \$25,000 and up to \$10,000 of expenses for Repatriation of Remains to home country. Covered charges for injuries are limited to those incurred within two years from date of injury.

**Catastrophic** Benefits are subject to a deductible (disappearing\*) of \$25,000 and are then paid at 100% of Usual and Customary Charges up to \$1,000,000. Includes additional cash benefits of up to \$500,000 (depending upon the severity of the loss) and accidental death benefit of \$25,000.

**Underwritten by ACE American Insurance Company - The policies have complete details of provisions, limits and exclusions.**  
\*May be satisfied using benefits payable under the Basic plan described above or other primary insurance

**APPLICATION AND LIST OF NAMES**

MUST BE RECEIVED BY MYERS-STEVENS PRIOR TO THE START DATE OF ACTIVITIES, OTHERWISE COVERAGE WILL BEGIN UPON RECEIPT. PREMIUM IS DUE WITHIN 10 DAYS OF THE START OF THE ACTIVITY. It is required that all students attending this event are covered, whether they have other insurance or not. Coverage is optional for parent volunteers and other youth participants. Staff may also be included on an optional basis. Please include names with list of students on reverse.

Please complete the entire form below and the list of names on the reverse side. Return with your premium or billing information.

**Mail, fax or email to:** Myers-Stevens & Toohey Co., Inc. - 26101 Marguerite Parkway Mission Viejo, CA. 92692 or  
Via Fax: (949) 348-2630 or Via Email: activities@myers-stevens.com

**QUESTIONS??? Call (800) 827-4695**

**ACTIVITY INFORMATION**

Name of District Oxnard School District

Name of School Juan Lagunas Soria

Address 3101 Dunkirk Drive Phone 805-385-1584

E-mail Contact naguilera@oxnardsd.org

Starting date 12/12/2022 Ending Date 12/15/2022

Destination/Activity Camp Whittier

Coverage requested by: Naomi Aguilera *Naomi Aguilera* 10/21/22  
Print Name Signature Date

PLEASE NOTE: THERE IS A MINIMUM PREMIUM REQUIREMENT.  
Premium is due within 10 days of the start date of activity.

**PAYMENT/BILLING INFORMATION**

NEW  REVISED

Calculate Premium Due: \_\_\_\_\_ x 4 x \$1.85 = \$ \_\_\_\_\_  
# of Participants # of Calendar Days Premium Rate PREMIUM DUE (\$35 minimum)

METHOD OF PAYMENT:  REQUEST INVOICE  NO INVOICE NEEDED  P.O. NUMBER \_\_\_\_\_

*If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.*

MC/VISA AUTHORIZATIONS:  MC:  VISA: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Month / Year Security Code Zip Code of Cardholder

I authorize Myers-Stevens & Toohey Co., Inc. to deduct the premium payment:

Name of Cardholder \_\_\_\_\_ Cardholder's Signature *Naomi Aguilera*

## SHORT-TERM (24-HOUR) COVERAGE

### LIST OF STUDENTS / PARENT VOLUNTEERS AND OTHER YOUTH PARTICIPANTS / STAFF

Please provide names below. If necessary, please make copies and attach separately.

Name of School Juan Lagunas Soria

Name and location of activity 6th Grade Science Camp - Camp Whittier

Starting date 12/12/2022

Ending Date 12/15/2022

#### Students

	Last Name	First Name		Last Name	First Name
1.	Sanchez	Sofia	26.		
2.	Satumba	Raphaelle	27.		
3.	Spencer	Noa	28.		
4.	Swinton Cruz	James	29.		
5.	Tinajera	Josiah	30.		
6.	Trujillo	Ian	31.		
7.	Tuimoloau	Aoatoa	32.		
8.	Valencia	Jessa	33.		
9.	Valenzuela	Jocelyn	34.		
10.	Valenzuela	Isaiah	35.		
11.	Vazquez	Danya	36.		
12.	Villagomez	Ian	37.		
13.	Villalpando	Eric	38.		
14.			39.		
15.			40.		
16.			41.		
17.			42.		
18.			43.		
19.			44.		
20.			45.		
21.			46.		
22.			47.		
23.			48.		
24.			49.		
25.			50.		

#### Parent Volunteers and Other Youth Participants

Last Name	First Name
Pech	Denise
Diaz	Monica
Barajas	Osbaldo

#### Staff

Last Name	First Name

# Insurance - 3

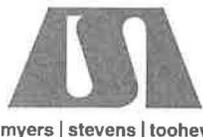
Final Audit Report

2022-10-21

Created:	2022-10-21
By:	Naomi Aguilera (naguilera@oxnardsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGq93vm6cvkpesqkk0G_R0BJMCx14E0k

## "Insurance - 3" History

-  Document created by Naomi Aguilera (naguilera@oxnardsd.org)  
2022-10-21 - 11:50:59 PM GMT- IP address: 204.147.19.36
-  Document emailed to nae.oh.its.mee@gmail.com for signature  
2022-10-21 - 11:51:11 PM GMT
-  Email viewed by nae.oh.its.mee@gmail.com  
2022-10-21 - 11:51:13 PM GMT- IP address: 66.249.92.45
-  Signer nae.oh.its.mee@gmail.com entered name at signing as Naomi Aguilera  
2022-10-21 - 11:57:51 PM GMT- IP address: 172.56.120.168
-  Document e-signed by Naomi Aguilera (nae.oh.its.mee@gmail.com)  
Signature Date: 2022-10-21 - 11:57:53 PM GMT - Time Source: server- IP address: 172.56.120.168
-  Agreement completed.  
2022-10-21 - 11:57:53 PM GMT



**SHORT-TERM (24-HOUR) COVERAGE  
Accident Insurance Enrollment Form for the  
2022-2023 School Year  
100% Participation Required**

Provides excess accident and emergency sickness medical coverage and accidental death and dismemberment coverage for all of your students participating in school sponsored and supervised activities involving overnight travel and/or periods without direct and immediate school supervision. Rate is \$1.85/person/calendar day. Coverage consists of BASIC and CATASTROPHIC injury benefits.

<b>Basic</b>	Accident Medical Expense Benefits are paid on an excess basis at 100% of Usual and Customary charges up to \$25,000/injury and up to \$3,000 for Emergency Sickness. Includes benefit for pre-approved Medical Evacuation expenses up to \$25,000 and up to \$10,000 of expenses for Repatriation of Remains to home country. Covered charges for injuries are limited to those incurred within two years from date of injury.
<b>Catastrophic</b>	Benefits are subject to a deductible (disappearing*) of \$25,000 and are then paid at 100% of Usual and Customary Charges up to \$1,000,000. Includes additional cash benefits of up to \$500,000 (depending upon the severity of the loss) and accidental death benefit of \$25,000.
<b>Underwritten by ACE American Insurance Company - The policies have complete details of provisions, limits and exclusions.</b> <i>*May be satisfied using benefits payable under the Basic plan described above or other primary insurance</i>	

**APPLICATION AND LIST OF NAMES**

MUST BE RECEIVED BY MYERS-STEVENS PRIOR TO THE START DATE OF ACTIVITIES, OTHERWISE COVERAGE WILL BEGIN UPON RECEIPT. PREMIUM IS DUE WITHIN 10 DAYS OF THE START OF THE ACTIVITY. It is required that all students attending this event are covered, whether they have other insurance or not. Coverage is optional for parent volunteers and other youth participants. Staff may also be included on an optional basis. Please include names with list of students on reverse.

Please complete the entire form below and the list of names on the reverse side. Return with your premium or billing information.

**Mail, fax or email to:** Myers-Stevens & Toohey Co., Inc. - 26101 Marguerite Parkway Mission Viejo, CA. 92692 or  
Via Fax: (949) 348-2630 or Via Email: activities@myers-stevens.com

**QUESTIONS??? Call (800) 827-4695**

**ACTIVITY INFORMATION**

Name of District Oxnard School District

Name of School Juan Lagunas Soria

Address 3101 Dunkirk Drive Phone 805-385-1584

E-mail Contact naguilera@oxnardsd.org

Starting date 12/12/2022 Ending Date 12/15/2022

Destination/Activity Camp Whittier

Coverage requested by: Naomi Aguilera *Naomi Aguilera* 10/21/22  
Print Name Signature Date

PLEASE NOTE: THERE IS A MINIMUM PREMIUM REQUIREMENT.  
Premium is due within 10 days of the start date of activity.

**PAYMENT/BILLING INFORMATION**

NEW  REVISED

Calculate Premium Due: \_\_\_\_\_ x 4 x \$1.85 = \$ \_\_\_\_\_  
# of Participants # of Calendar Days Premium Rate PREMIUM DUE (\$35 minimum)

METHOD OF PAYMENT:  REQUEST INVOICE  NO INVOICE NEEDED  P.O. NUMBER \_\_\_\_\_  
*If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.*

MC/VISA AUTHORIZATIONS:  MC:  VISA: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month / Year Security Code Zip Code of Cardholder

I authorize Myers-Stevens & Toohey Co., Inc. to deduct the premium payment:

Name of Cardholder \_\_\_\_\_ Cardholder's Signature *Naomi Aguilera*

## SHORT-TERM (24-HOUR) COVERAGE

### LIST OF STUDENTS / PARENT VOLUNTEERS AND OTHER YOUTH PARTICIPANTS / STAFF

Please provide names below. If necessary, please make copies and attach separately.

Name of School Juan Lagunas Soria

Name and location of activity 6th Grade Science Camp - Camp Whittier

Starting date 12/12/2022

Ending Date 12/15/2022

#### Students

	Last Name	First Name		Last Name	First Name
1.			26.		
2.			27.		
3.			28.		
4.			29.		
5.			30.		
6.			31.		
7.			32.		
8.			33.		
9.			34.		
10.			35.		
11.			36.		
12.			37.		
13.			38.		
14.			39.		
15.			40.		
16.			41.		
17.			42.		
18.			43.		
19.			44.		
20.			45.		
21.			46.		
22.			47.		
23.			48.		
24.			49.		
25.			50.		

#### Parent Volunteers and Other Youth Participants

Last Name	First Name
McNaughten	Steve
Diaz	Jose

#### Staff

Last Name	First Name

# Insurance - 4

Final Audit Report

2022-10-21

Created:	2022-10-21
By:	Naomi Aguilera (naguilera@oxnardsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjsJVOia43SdnhLwLHwEfwscp3QOHXAk-

## "Insurance - 4" History

-  Document created by Naomi Aguilera (naguilera@oxnardsd.org)  
2022-10-21 - 11:51:29 PM GMT- IP address: 204.147.19.36
-  Document emailed to nae.oh.its.mee@gmail.com for signature  
2022-10-21 - 11:51:44 PM GMT
-  Email viewed by nae.oh.its.mee@gmail.com  
2022-10-21 - 11:51:47 PM GMT- IP address: 66.249.92.40
-  Signer nae.oh.its.mee@gmail.com entered name at signing as Naomi Aguilera  
2022-10-21 - 11:58:44 PM GMT- IP address: 172.56.120.168
-  Document e-signed by Naomi Aguilera (nae.oh.its.mee@gmail.com)  
Signature Date: 2022-10-21 - 11:58:46 PM GMT - Time Source: server- IP address: 172.56.120.168
-  Agreement completed.  
2022-10-21 - 11:58:46 PM GMT

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Approval of Agreement #22-188 – Salus Campus Solutions (DeGenna/Nocero)**

---

Salus Campus Solutions will provide professional development training to Oxnard School District Campus Assistants specific to each site's Comprehensive Safety Plan.

**Term of Agreement: November 17, 2022 through June 30, 2023**

#### **FISCAL IMPACT:**

Not to Exceed: \$60,000.00- LCAP 2.6 - Block Grant Funding

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-188 with Salus Campus Solutions.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-188, Salus Campus Solutions \(13 Pages\)](#)

[Scope of Work \(1 Page\)](#)

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

**OXNARD SCHOOL DISTRICT**

**Agreement #22-188**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of November 2022 by and between the Oxnard School District (“District”) and Salus Campus Solutions (“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 November 17, 2022 through June 30, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Sixty Thousand Dollars and No Cents (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

\_\_\_\_\_ (Initials)

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

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 S. "A" Street  
Oxnard, California, 93030  
Attention: Dr. Jodi Nocero  
Phone: 805.385.1501  
Fax: 805.385.1507

To Consultant: Salus Campus Solutions  
2362 N. Oxnard Blvd., Suite 202  
Oxnard, California, 93036  
Attention: Kevin Thompson  
Phone: 805.377.2815  
Email: [info@salussafetysolutions.org](mailto:info@salussafetysolutions.org)

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**SALUS CAMPUS SOLUTIONS:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

Tax Identification Number: \_\_\_\_\_

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-188**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-188**

**COMPENSATION**

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

Total compensation shall not exceed Eight Thousand Dollars and No Cents (\$8,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$8,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-188**

**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:

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.

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-188**

**CONFLICT OF INTEREST CHECK**

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **Salus Campus Solutions**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

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



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036  
 info@salussafetysolutions.org

## SCOPE OF WORK

### Timeframe

Salus LLC will provide professional development/training for campus supervisors within Oxnard School District. Date of services begin November 17, 2022 to June 30, 2023.

### Description of Services

Working within Board policies, Salus will provide services to Oxnard School District (OSD) members specific to each school site's Comprehensive Safety Plan.

Salus will provide professional/development training to Campus Supervisors on:

- Effective campus supervision - to include supervision expectations
  - Positive, professional interactions with students
  - Recognition of potential campus issues
  - Prevention of altercations/fights
  - Intervention during an altercation/fight

### Convening Support

- Monthly meetings with campus supervisors to ensure responsibilities are understood, provide feedback, cycle of improvement
- Quarterly updates of services rendered and share information gathered during the scope of work to best support school safety for OSD staff members.

### Billing Rate

Hourly rate: \$200 Estimated Hours: 289 Total Cost: \$60,000

**Note:** Estimates below are based on the training of Campus Supervisors at 22 school sites

Service	Hours	Total
Supervisor Training (3 hrs)	66 hours x hourly rate	\$13,200
Training Preparation	25 hours	\$5,000
Monthly Progress @ site (1 hr)	22 sites @ 1hr x 6 months	\$26,400
Quarter Report + Preparation	66 reports x hourly rate	\$13,200
Misc. Expenses	travel time, mileage	\$2,200

### Invoicing

Salus LLC will invoice monthly. Invoice will include school site, contact, date, time, and meeting length. Please make checks payable to **Salus, LLC**.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Ratification of Amendment #1 to Agreement #22-129 – The Stepping Stones Group, LLC (DeGenna/Jefferson)**

---

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-129 with The Stepping Stones Group, LLC, in the amount of \$5,500.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment #1 in the amount of \$250,000.00 is needed to increase the allocation for additional staff based on unfilled direct hire positions, for a new total agreement amount of \$255,500.00.

**Term of Agreement: August 24, 2022 through June 30, 2023**

#### **FISCAL IMPACT:**

\$250,000.00 - Special Education Funds.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-129 with The Stepping Stones Group, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #22-129, The Stepping Stones Group LLC \(14 Pages\)](#)

**Amendment #1 to Agreement #22-129 with  
The Stepping Stones Group, LLC  
November 16, 2022**

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-129 with The Stepping Stones Group, LLC, in the amount of \$5,500.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment #1 in the amount of \$250,000.00 is needed to increase the allocation for additional staff based on unfilled direct hire positions, for a new total agreement amount of \$255,500.00.

**THE STEPPING STONES GROUP, LLC:**

By: \_\_\_\_\_  
Janine Mahon, Director,  
Career and Client Services

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

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Valerie Mitchell, Interim Asst. Supt.,  
Business & Fiscal Services

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



**THE STEPPING STONES GROUP**

Transforming Lives Together

Corporate Office

123 N. Wacker Drive Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

## AGREEMENT

This Agreement is made and entered August 22, 2022, by and between The Stepping Stones Group LLC, 123 N. Wacker Drive, Suite 1150, Chicago, IL 60606 hereinafter referred to as “Contractor” and, Oxnard School District, 1051 South A Street, Oxnard, CA 93030, hereinafter referred to as “School District.” It is hereby agreed as follows:

**SERVICES, RATES AND BILLING:** Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**TRAVEL TIME & MILEAGE:** To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

**PAYMENT TERMS:** School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



Corporate Office  
2123 N. Wacker Drive Suite 1150  
Chicago, IL 60606  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

**REMITTANCE DETAILS:** School District will make payments to Contractor at the following address:

PO Box 6280  
Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

**CONFIDENTIALITY:** School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).



**THE STEPPING STONES GROUP**

Transforming Lives Together

Corporate Office

123 N. Wacker Drive Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

**COOPERATION:** School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERM AND TERMINATION:** This Agreement will commence on the date hereof and shall continue through June 30, 2023 (the “Initial Term”). Following the completion of the Initial Term, the Agreement shall remain in effect from school year to school year (each such year, a “Renewal Term”) unless either party notifies the other party in writing of its intention to terminate the Agreement at least thirty (30) days prior to the end of the then-current Renewal Term. In connection with each Renewal Term, Contractor will deliver an updated Appendix A, and such Appendix A shall automatically be effective for such Renewal Term, provided, that updates to Appendix A will not increase the applicable Hourly Rate, as set forth on Appendix A, by more than 4% without the prior written consent of School District.

School District agrees not to terminate the Agreement until the end of the Initial Term or any Renewal Term unless (a) Contractor’s employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor’s receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

**NONDISCRIMINATION:** Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from Contractor’s breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor’s officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from School District’s breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or



**THE STEPPING STONES GROUP**  
Transforming Lives Together

**Corporate Office**  
123 N. Wacker Drive Suite 1150  
Chicago, IL 60606  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**NOTICES:** Notices to Contractor shall be sent to:

The Stepping Stones Group  
177 Park Avenue, Suite 200  
San Jose, CA 95113

AND

contracts@thesteppingstonesgroup.com

Notices to School District shall be sent to:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.



**THE STEPPING STONES GROUP**

Transforming Lives Together

**Corporate Office**

123 N. Wacker Drive Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

**BILLING DETAILS FOR SCHOOL DISTRICT:**

Billing Contact Name/Title: Christy Garibay, Administrative Assistant to Special Education Director

Billing Email/Phone: (805) 385-1501 x2175 cgaribay@oxnardsd.org

Mailing Address (for invoice): 1051 South A Street, Oxnard, CA 93030

Special Billing Instructions: Continue Current Billing Practices

Signed for Contractor:

Signature: *Janine Mahon*

Name: Janine Mahon

Title: Director of Career and Client Services

Date: July 14, 2022

Signed for School District:

Signature: *Lisa A. Franz*

Name: Lisa A. Franz

Title: Director, Purchasing

Date: 9-9-2022



### **Appendix A**

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<b><u>Specialty</u></b>	<b><u>Hourly Rate</u></b>
CF SLP, Megan Empero	\$92/hr, 8 hr day billable, approximate start/end date 08/17/2022 - 06/16/2023, 185 billable days
SLPA, Lisbet Frey	\$66/hr, 8 hr day billable, approximate start/end date 08/17/2022 - 06/16/2023, 185 billable days
CF SLP, Justine Reyes Saucedo	\$92/hr, 8 hr day billable, approximate start/end date 08/17/2022 - 06/16/2023, 185 billable days



**Ventura County SELPA**  
2022-2023 School Year

Speech Language Pathologist (SLP) \$92-95/hr\*\*\*

Speech Language Pathology Assistant (SLPA) \$66/hr

Occupational Therapist \$90-92/hr

Occupational Therapy Assistant (COTA) \$63/hr

Physical Therapist (PT) \$90/hr

Physical Therapy Assistant (PTA) \$63/hr

School Psychologist (Psych) \$100/hr \*\*\*

School Counselor \$85-90/hr

LMFT \$90/hr

Social Worker \$85-90/hr

Special Education Teachers (SpEd, RSP, SDC) \$88/hr

Credentialed School Nurse (CSN) \$90-100/hr

Registered Nurse (RN) \$60-70/hr

Licensed Vocational Nurse/Practical Nurse (LVN/LPN) \$55/hr

Adapted Physical Education (APE) \$88/hr

OMS/TVI/DHH \$88-90/hr

ASL Interpreter \$62-72/hr

Paraeducator (Para) \$34-40/hr

Behavior Interventionist \$45-50/hr

Register Behavior Technician (RBT) \$55-60/hr

BCBA \$100/hr

ABA \$50-55/hr

Rate ranges are to accommodate varying degrees of experience

\*\*\*Additional \$5/hr for Bilingual candidates



**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING  
AID DISPENSERS BOARD**

**LICENSING DETAILS FOR: 5800**

**NAME:** FREY, LISBET TYRRELL

**LICENSE TYPE:** SPEECH-LANGUAGE PATHOLOGY ASSISTANT

**LICENSE STATUS:** VALID  
**ADDRESS**

VENTURA CA 93001  
VENTURA COUNTY

**ISSUANCE DATE**

OCTOBER 11, 2019

**EXPIRATION DATE**

SEPTEMBER 30, 2023

**CURRENT DATE / TIME**

JULY 14, 2022  
3:38:22 PM

**LICENSE RELATIONSHIPS**

**NAME:** HOYT, DEBORAH MARIE

**LICENSE/REGISTRATION TYPE:** SPEECH PATHOLOGIST

**LICENSE NUMBER:** 8577 **PRIMARY STATUS:** VALID

**ADDRESS :**

OAK VIEW CA 93022  
VENTURA COUNTY

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING  
AID DISPENSERS BOARD

LICENSING DETAILS FOR: 16741

**NAME:** SAUCEDO, JUSTINE REYES

**LICENSE TYPE:** RPE TEMPORARY LICENSE

**LICENSE STATUS:** VALID

**PREVIOUS NAMES:** REYES, JUSTINE DAVID

**ADDRESS**

OXNARD CA 93036  
VENTURA COUNTY

LICENSE RELATIONSHIPS

**NAME:** ROLLINS, CHRISTINA JEAN

**LICENSE/REGISTRATION TYPE:** SPEECH PATHOLOGIST

**LICENSE NUMBER:** 10249 **PRIMARY STATUS:** VALID

**ADDRESS :**

NEWBURY PARK CA 91320  
VENTURA COUNTY

**ISSUANCE DATE**

JUNE 17, 2022

**EXPIRATION DATE**

SEPTEMBER 17, 2023

**CURRENT DATE / TIME**

JULY 14, 2022  
3:39:42 PM

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING  
AID DISPENSERS BOARD

LICENSING DETAILS FOR: 16648

**NAME:** EMPERO, MEGAN

**LICENSE TYPE:** RPE TEMPORARY LICENSE

**LICENSE STATUS:** VALID  
**ADDRESS**

SANTA CLARITA CA 91387  
LOS ANGELES COUNTY

LICENSE RELATIONSHIPS

**NAME:** HARRELSON, LYN DEE

**LICENSE/REGISTRATION TYPE:** SPEECH PATHOLOGIST

**LICENSE NUMBER:** 14398 **PRIMARY STATUS:** VALID

**ADDRESS :**

GRANADA HILLS CA 91344  
LOS ANGELES COUNTY

**ISSUANCE DATE**

MAY 2, 2022

**EXPIRATION DATE**

AUGUST 2, 2023

**CURRENT DATE / TIME**

JULY 14, 2022  
3:36:3 PM



# CERTIFICATE OF LIABILITY INSURANCE

5/21/2023      DATE (MM/DD/YYYY) 7/14/2022

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

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

<b>PRODUCER</b> Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	<b>CONTACT NAME:</b> _____	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
	<b>E-MAIL ADDRESS:</b> _____		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> 1487747 The Stepping Stones Group, LLC 551 NW 77th Street, Suite 111 Boca Raton, FL 33487	<b>INSURER A:</b> Navigators Specialty Insurance Company		<b>NAIC #</b> 36056
	<b>INSURER B:</b> Church Mutual Insurance Company		<b>NAIC #</b> 18767
	<b>INSURER C:</b> _____		
	<b>INSURER D:</b> _____		
	<b>INSURER E:</b> _____		
	<b>INSURER F:</b> _____		

**COVERAGES      CERTIFICATE NUMBER: 15372879      REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	Y	CE22HCPZ089DNNC	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$				
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	0413882-09-404524	5/21/2022	5/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX				
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CE22HCPZ08ELVNC	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> N</td> <td>N/A</td> </tr> </table>	Y/N		<input checked="" type="checkbox"/> N	N/A			0413882 07-408618	5/21/2022	5/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Y/N											
<input checked="" type="checkbox"/> N	N/A										
A	Professional Liab.	N	N	CE22HCPZ089DNNC	5/21/2022	5/21/2023	\$1M Ea. wrongful act/\$3M Agg \$5,000 Each Claim Deductible \$1M Per Claim/\$3M Agg				
A	Sexual & Molestation Covg.			CE22HCPZ089 DNNC	5/21/2022	5/21/2023					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 See Attached Named Insured List. Oxnard School District is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability. Waiver of Subrogation applies in favor of the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract.

<b>CERTIFICATE HOLDER</b> 15372879 Oxnard School District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



Oxnard School District  
1051 South A Street  
OxnardCA93030

Dear The Stepping Stones Group, LLC certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

**Your Holder ID number is 15372879.**

- Email: [SteppingStonescertrequests@lockton.com](mailto:SteppingStonescertrequests@lockton.com)
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

Lockton Companies  
1185 Avenue of the Americas, Suite 2010  
New York, NY 10036  
lockton.com

**THE STEPPING STONES GROUP**  
**NAMED INSURED LIST**

Autism Intervention Professionals, LLC  
Behavioral Learning Center – CO, Inc.  
Behavioral Learning Center, Inc.  
EBS Children’s Institute, LLC  
EBS Children’s Therapy – GA, LLC  
EBS Group LLC  
EBS Healthcare, LLC  
EBS Learning, LLC  
Educational Based Services, LLC  
Green Celtics Borrower Merger Sub, LLC  
Green Celtics Intermediate Inc.  
Green Celtics Purchaser Inc.  
MBS MidCo, LLC  
New England ABA LLC  
San Diego County SPS, LLC  
SSG HoldCo, LLC  
SSG Intermediate HoldCo, LLC  
SSG Investment HoldCo Inc.  
SSG New York, LLC  
STAR of CA, LLC  
Stepping Stones Healthcare Services, LLC  
The Futures HealthCore, LLC  
The Perfect Playground OT, PT, & SLP PLLC  
The Stepping Stones Autism Services Group LLC  
The Stepping Stones Group LLC  
Therapy Time L.L.C  
ERA Psychological Services, Inc.  
Green Celtics Holdings LP  
Green Celtics Parent Inc.  
Positive Behavioral Solutions, LLC (Southcoast)  
HM Systems, Inc.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #22-167 – St. Anthony’s School (DeGenna/Thomas)**

---

The Oxnard School District will provide services to St. Anthony’s School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

#### **FISCAL IMPACT:**

Title III Allocation to St. Anthony’s School - \$3,807.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-167 with St. Anthony’s School.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU #22-167, St. Anthony's School \(2 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## Memorandum of Understanding ESEA Title III

### Provision of Limited English Proficient Student Programs and Services to Private Schools

#### 2022-2023 School Year

#### **Section 1: General**

The **Oxnard School District** has been notified by **St. Anthony's School**, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by **Oxnard School District** to **St. Anthony's School** in order to serve its English learner (EL) students.

#### **Section 2: How will the students' needs be identified?**

Based on the most recent EL student identification procedures, 61 students EL students were identified on October 3, 2022

The EL student identification process consisted of the Home Language Survey followed by the administration of an English proficiency assessment and an academic assessment selected and approved by **Oxnard School District** after consultation with **St. Anthony's School**. **St. Anthony's School** shall determine when EL students become fluent English-proficient based on the results of the aforementioned instruments.

**Section 3: What services and products will be provided** STAR Reading and Math assessments 3 times a year.

**The following materials and programs are requested:** We are requesting additional technology programs for our students. Macbook Pros that will help with additional student support. And literature books.

**Oxnard School District will provide the following:** a series of research-based professional development workshops.

**Section 4: How, when, where, and by whom will the services be provided?**

- (a) The primary language literature will be ordered from Scholastics on or before November 15, 2022, and delivered to **St. Anthony’s School**.
- (b) A series of professional development workshops on effective ELD instructional strategies will be provided to all teachers serving EL students commencing on Winter 2022. Professional development activities will take place at Oxnard School District or Ventura County Office of Education.

**Section 5: How will the services be assessed to improve the program?**

Representatives of **Oxnard School District** and **St. Anthony’s School** shall meet in April/May of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

**Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations**

Both parties of this MOU shall fulfill the conditions listed herein.

**Section 7: Signatures of authorized representatives**

*For St. Anthony’s School:*

Name: Deacon Henry Barajas Phone No: 805-487-5317

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

Title: Principal

*For [LEA]:*

Name: Valerie Mitchell Phone No: 805/385-1501

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

Title: Interim Asst. Supt., Business & Fiscal Services

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #22-168 – Santa Clara Elementary School (DeGenna/Thomas)**

---

The Oxnard School District will provide services to Santa Clara Elementary School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

#### **FISCAL IMPACT:**

Title III Allocation to Santa Clara Elementary School - \$3,645.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-168 with Santa Clara Elementary School.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU #22-168, Santa Clara Elementary School \(2 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## Memorandum of Understanding ESEA Title III

### Provision of Limited English Proficient Student Programs and Services to Private Schools

#### 2022-2023 School Year

#### **Section 1: General**

The **Oxnard School District** has been notified by **Santa Clara Elementary School**, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by **Oxnard School District** to **Santa Clara Elementary School** in order to serve its English learner (EL) students.

#### **Section 2: How will the students' needs be identified?**

Based on the most recent EL student identification procedures, 48 ELs were identified on October 3, 2022.

The EL student identification process consisted of the Home Language Survey followed by the administration of an English proficiency assessment and an academic assessment selected and approved by **Oxnard School District** after consultation with **Santa Clara Elementary School**. **Santa Clara Elementary School** shall determine when EL students become fluent English-proficient based on the results of the aforementioned instruments.

#### **Section 3: What services and products will be provided?**

##### **The following materials and programs are requested:**

Santa Clara Elementary will be seeking supplemental phonics and language acquisition resources in print and digital form, including books, materials, and software. In addition, Santa Clara Elementary School will seek parent and family engagement activities.

**Oxnard School District will provide the following:** a series of research-based professional development workshops.

**Section 4: How, when, where, and by whom will the services be provided?**

- (a) The primary language literature will be ordered and in use for the 2022-2023 school year from Scholastic and digital applications delivered to **Santa Clara Elementary School**.
- (b) A series of professional development workshops on effective ELD instructional strategies will be provided to all teachers serving EL students commencing with the 2022-2023 school year and provided every month thereafter by the Oxnard School District and the Archdiocese of Los Angeles. Professional development activities will take place at locally at our deanery meetings, Oxnard School District, Ventura County Office of Education, and virtually.

**Section 5: How will the services be assessed to improve the program?**

Representatives of **Oxnard School District** and **Santa Clara Elementary School** shall meet in April/May of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

**Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations**

Both parties of this MOU shall fulfill the conditions listed herein.

**Section 7: Signatures of authorized representatives**

*For Santa Clara Elementary School:*

Name: Mrs. Jennifer Lozano Phone No: 805-483-6935  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Principal

*For [LEA]:*

Name: Valerie Mitchell Phone No: 805/385-1501

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

Title: Interim Asst. Supt., Business & Fiscal Services

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #22-169 – Our Lady of Guadalupe School (DeGenna/Thomas)**

---

The Oxnard School District will provide services to Our Lady of Guadalupe School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

#### **FISCAL IMPACT:**

Title III Allocation to Our Lady of Guadalupe School - \$4,374.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #22-169 with Our Lady of Guadalupe School.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU #22-169, Our Lady of Guadalupe School \(2 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## Memorandum of Understanding ESEA Title III

### Provision of Limited English Proficient Student Programs and Services to Private Schools

#### 2022 - 2023 School Year

#### **Section 1: General**

The **Oxnard School District** has been notified by **Our Lady of Guadalupe School**, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2022-2023 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by **Oxnard School District** to **Our Lady of Guadalupe School** in order to serve its English learner (EL) students.

#### **Section 2: How will the students' needs be identified?**

Based on the most recent EL student identification procedures, 37 ELs were identified on 9/30/22.

The EL student identification process consisted of the Home Language Survey followed by the administration of an English proficiency assessment and an academic assessment selected and approved by **Oxnard School District** after consultation with **Our Lady of Guadalupe School**. **Our Lady of Guadalupe School** shall determine when EL students become fluent English-proficient based on the results of the aforementioned instruments.

**Section 3: What services and products will be provided?** EL educational application subscriptions, manipulatives, and equipment for intervention.

#### **The following materials and programs are requested:**

TBD based on amount

**Oxnard School District will provide the following:** a series of research-based professional development workshops. TBD

**Section 4: How, when, where, and by whom will the services be provided?** (Examples are provided in this section.)

- a. The primary language literature and applications and materials will be ordered and delivered to Our Lady of Guadalupe School.
- b. AA series of professional development workshops on effective ELDUZZ instructional strategies will be provided to all teachers serving EL students when dates are available and aligned with school PD days and faculty meetings.

**Section 5: How will the services be assessed to improve the program?**

Representatives of **Oxnard School District** and Our **Lady of Guadalupe School** shall meet in April/May of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

**Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations**

Both parties of this MOU shall fulfill the conditions listed herein.

**Section 7: Signatures of authorized representatives**

*For Our Lady of Guadalupe School:*

Name: Lionel Garcia Phone No: 805-483-5116  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Principal

*For [LEA]:*

Name: Valerie Mitchell Phone No: 805/385-1501  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Interim Asst. Supt., Business & Fiscal Services

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Ratification of Agreement #22-172 - Ventura County Office of Education/SELPA (DeGenna/Nocero)**

---

Ventura County Office of Education, Social/Emotional Services Specialists (SESS) will provide behavior consultation to support classroom management skills and behavior management in the classroom. SESS are able to provide more directed behavior and/or social emotional support for general education students. SESS providers and District Administrator will work together to develop a schedule of duties to best meet the District's needs.

**Term of Agreement: July 1, 2022 through June 30, 2023**

#### **FISCAL IMPACT:**

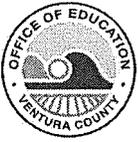
SESS Services Cost: 40 hours per week at \$90.00/hour x 43 weeks = \$154,800.00 MAA Funds  
Not to Exceed: \$156,000.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-172 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-172 Ventura County Office of Education \(1 Page\)](#)



# SOCIAL/EMOTIONAL SERVICES SPECIALIST

## 2022-2023 AGREEMENT AMENDMENT

This will serve as evidence of Oxnard Elementary School District's commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

### Social/Emotional Services Specialist

Hours/Days per week: 40 hours per week (Gen Ed)

Cost per hour: \$90.00 per hour

Formula: (40 hrs/wk x \$90hr) = **\$3,600** x 43 weeks = **\$154,800.00**

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled workday of the VCOE, regardless of District calendar, including paid vacations.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. SELPA Director will provide supervision to staff.

The District Special Education Director will receive a quarterly invoice. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

\*Please note that due to AB 438 (limiting classified layoffs to be noticed by March 15<sup>th</sup>), this contract is for the entire school year. In the event of a district's need to reduce hours, the SELPA must be given notice no later than March 1, 2023, to adjust for the following fiscal/school year.

***This agreement is in effect from July 1, 2022 through June 30, 2023.***

District Administrator Name: Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services

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

Signature

District Business Office Name and Contact: \_\_\_\_\_

SELPA Director Name: Regina Reed

Signature:  Date: 9/19/2022

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Ratification of Agreement #22-174 – LEGO Education (DeGenna/Shea)**

---

LEGO Education will provide professional development to Oxnard School District teachers and After School Program staff during the 2022-2023 school year. The goal of LEGO is to provide hands-on STEAM learning for students in TK-6th Grade.

**Term of Agreement : October 19, 2022 through May 31, 2023**

#### **FISCAL IMPACT:**

Not to Exceed: \$75,900.00- ELOP

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-174 with LEGO Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-174, LEGO Education \(5 Pages\)](#)



## 2022 – 2023 Agreement to Provide Professional Development

This Agreement to Provide Professional Development is established by and between:

### **LEGO Brand Retail, Inc. D/B/A/ LEGO Education US**

100 Print Shop Road  
Enfield, CT 06082  
Telephone: (800) 362-4308  
("Consultant")

AND

Oxnard School District  
105 S A Street  
Oxnard, CA 93030-7442  
Telephone: (508) 385-1501  
("District")

The District and the Consultant are individually referred to as "Party" and jointly as "Parties".

### **1. General Conditions.**

- 1.1 This Agreement is the only valid agreement between Consultant and District to provide Professional Development.
- 1.2 This contract is not valid or an enforceable obligation against LEUS until approved and ratified by motion of the governing board duly passed and adopted.
- 1.3 If any part of this Agreement becomes invalid, this does not affect the validity of remaining provisions of this Agreement. Such provisions are then replaced based on a mutual agreement or by a court ruling if such agreement cannot be reached, by new provisions expressing the original content to the greatest possible extent.
- 1.4 In case there is any discrepancy between this Agreement and its Appendices, the provisions of this Agreement prevail.
- 1.5 Consultant is not an employee or agent of the District and as an independent contractor, Consultant is not entitled to any benefits provided by the District to District employees including Workers' Compensation.
- 1.6 Consultant shall have the right to cancel an order or terminate this Agreement if, at any time, the General Terms are not complied with by the District in any material way.

**2. Special Conditions.**

- 2.1 Services to be provided by Consultant are outlined in Appendix 1.
- 2.2 Approved payments shall be made within thirty (30) days following receipt of invoice by Oxnard School District Extended Learning Program.  
Payments shall not exceed \$75,900.

**3. Validity.**

- 3.1 This Agreement is effective as of the date last signed below (the "Effective Date") until May 31, 2023.

**4. Appendices**

- 4.1 The following appendices are an integral part of this agreement:

Appendix 1 – Learning Through Play Extended Learning

**Seller: LEGO Education US**

Signature:  
Print Name:  
Title:  
Date:

**District: Oxnard School District**

Signature:  
Print Name: Valerie Mitchell  
Title: Interim, Asst. Superintendent, Business & Fiscal Services  
Date:

## Appendix 1



### Learning Through Play for Extended Learning LEGO® Education Professional Learning Series Oxnard Elementary Extended Learning Program

The Learning Through Play for Extended Learning Professional Learning Series is not only playful and engaging, but gives teachers confidence to leave the training saying, "I can do this!" This learning plan will enable teachers and staff in the Oxnard Elementary Extend Learning Program to implement and utilize playful learning in their daily activities and lessons to address academic enrichment, social emotional learning and 21<sup>st</sup> century skills.

LEGO® Education Learning Through Play for Extended Learning Professional Learning Series can help educators in your program to:

- develop a deeper understanding of how play contributes to child development and learning in all domains.
- design environments and experiences to support playful learning to meet the needs of all children.
- learn strategies for classroom management of hands-on learning.

The example learning plan below includes facilitated workshops and coaching, both led by a certified LEGO® Education Academy trainer. Participants will have the option to sign up for the LEGO Education Customer Success Program and join the LEGO Education Community, providing access to information shared to members as well as the opportunity to connect with other educators outside of their program. Plans are flexible and can be solutioned to meet your professional learning needs. Other professional development services, such as on-site coaching are available at an additional cost.

Example Learning Plan (up to 20 teachers)			
Delivery Model	Experience	Suggested Dates	Cost
<b>Facilitated coaching (2 hours per session) virtual</b>	Getting Ready to Teach with LEGO Education	October 19 October 20 <small>(Participants select one to attend)</small>	\$1990
<b>Facilitated workshop (up to 6 hours per day) in person</b>	STEAM Learning in Afterschool	October 24 October 26 October 27	\$8985
<b>Facilitated coaching (2 hours per session) virtual</b>	Personalized Group Coaching <small>(Suggested area of focus: Non- Instructional Day Opportunities)</small>	November 30 December 1 <small>(Participants select one to attend)</small>	\$1990
<b>Facilitated workshop (up to 6 hours per day) in person</b>	Developing Future Ready Skills with LEGO Education, Part 1	January 18 January 19	\$5990
<b>Facilitated coaching (2 hours per session) virtual</b>	Personalized Group Coaching <small>(Suggested area of focus: student collaboration/communication)</small>	February 22 February 23 <small>(Participants select one to attend)</small>	\$1990
<b>Facilitated workshop (up to 6 hours per day) in person</b>	Developing Future Ready Skills with LEGO Education, Part 1	April 12 April 13	\$5990
<b>Facilitated coaching (2 hours per session) virtual</b>	Personalized Group Coaching <small>(suggested area of focus: end of year ideas/organization)</small>	May 3 May 4 <small>(Participants select one to attend)</small>	\$1990

## Appendix 1

<b>Facilitated workshop (up to 6 hours per day) in person</b>	Summer School Readiness	May 15 May 17	\$5990
			<b>Total for 20 teachers: \$34,915*</b>
			<b>Total for 40 teachers: \$69,830*</b>
			<b>* Plus applicable sales tax</b>

### Description of Experiences:

*Each facilitated experience is designed to help teachers implement learning experiences that are developmentally appropriate, engaging, and supportive of children's learning*

#### Getting Ready to Teach with LEGO Education

This facilitated experience will guide participants through organizing materials for student use and an overview of the structure of LEGO Education lessons and activities.

#### STEAM Learning in Afterschool

In this workshop series, teachers will

- explore how curiosity and confidence in STEAM learning can be developed through the creation of rich learning environments anchored in playful learning approaches.
- develop a deeper understanding for how hands on playful learning can support the understanding of science concepts.
- explore how this teacher guided, child-centered approach can encourage student development of language through opportunities
- investigate ways to observe student understanding and adjust curriculum to meet the needs of different learners.

#### Developing Future Ready Skills with LEGO Education, Part 1 and Part 2

In this workshop, teachers will

- explore ways a hands-on playful approach to learning can provide opportunities for developing important future ready skills such as creativity, problem-solving and teamwork.
- investigate lessons designed to help students grow in their understanding of STEAM concepts and computational thinking practices through real world challenges
- explore strategies in observing student understanding and ways to adjust the curriculum to meet the needs of different learners.
- Part 2 of the workshop will take a deeper dive into STEAM challenges

#### Summer School Readiness

In this workshop, teachers will

- explore ways a hands-on playful approach to learning can build student confidence in STEAM as part of a summer school experience
- investigate lessons designed to help students grow in their understanding of STEAM concepts and problem solving in a fun and engaging way through a teacher guided, student centered approach
- explore strategies in observing student understanding and ways to adjust the curriculum to meet the needs of different learners.

## Appendix 1

### Personalized Coaching Sessions

These sessions are designed to build capacity in expanding learning across the curriculum and provide ongoing support to address specific educator questions and needs.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

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

### **Ratification of Agreement #22-176 - Ventura County Office of Education- Wellness Center (DeGenna/Nocero)**

---

Ventura County Office of Education will provide District training, coaching, and the coordination of integrated services between District, Ventura County Behavioral Health, and community-based agencies. VCOE will provide District ongoing technical assistance for project implementation. This shall include collaborative meetings, instruction on coordinated use of integrated student information system, evaluation, and data collection, data analysis, and quarterly program monitoring.

#### **FISCAL IMPACT:**

District will receive \$168,339.90 annually for services rendered.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-176 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-176, Ventura County Office of Education \(4 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF  
EDUCATION AND OXNARD ELEMENTARY SCHOOL DISTRICT**

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Oxnard Elementary School District (hereinafter referred to as District)**

**PROJECT TITLE:** Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Behavioral Health Services in Schools

Agreement term: This contract will be in effect from July 1, 2022, to June 30, 2025, subject to all the terms and conditions set forth herein.

VCOE agrees to provide District training, coaching, and the coordination of integrated services between District, Ventura County Behavioral Health, and community-based agencies. VCOE will provide District ongoing technical assistance for project implementation. This shall include collaborative meetings, instruction on coordinated use of integrated student information system, evaluation and data collection, data analysis, and quarterly program monitoring.

District agrees to fund personnel to perform the duties of a District Behavioral Health Services Project Coordinator(s) for the implementation of the behavioral health services project at their school(s) as part of a Ventura County Office of Education (VCOE) Behavioral Health Services Partnership.

The District Behavioral Health Services Project Coordinator, or a designated alternate, will attend all quarterly Partnership meetings and will disseminate provided information to all participating District staff. In the event of a missed meeting, the Behavioral Health Services Project Coordinator will contact the VCOE Behavioral Health Services Coordinator to schedule time to discuss project progress and to coordinate participation in an alternative professional learning opportunity.

The District Behavioral Health Services Project Coordinator will ensure the District fulfills the following activities:

**Activity 1. Perform early identification, access, and linkage to behavioral health services of vulnerable and high-risk behavioral health populations.** District has identified students designated as Latino, African American, Homeless, Foster Youth, LGBTQ, Low socio-economic status, Chronically Absent and Expelled Youth as their vulnerable and high-risk population. Target location for project services will be all school sites. Early identification will be done through Panorama SEL/MTSS to screen students and identify students with risk factors. Identified students will then be referred to the school counselors for further screening and consideration of support services. Counselors will use the Pathways to Care Model to link students and families to services. The school counselor will also screen identified students using the Columbia-Suicide Severity Rating Scale (C-SSRS) for linkage to behavioral health service and/or crisis intervention services. District will use Pulse Data and Panorama SEL/MTSS to monitor and evaluate the efficacy of the program as measured by the number of families engaged into behavioral health services. Access and linkage of services will be done through dissemination of behavioral health referral resources and direct one-to-one calls to

coordinate behavioral health services. Follow-up on referrals will be done by referring staff to confirm linkage to services.

**Activity 2. Provide education and training for students and school personnel (teachers, counselors, specialists, administrators, and classified support staff) to increase behavioral health awareness and to reduce stigma and discrimination for those with behavioral illness or seeking behavioral health services.** District Behavioral Health Services Project Coordinator will oversee training and education in the areas of behavioral health resources, the referral process, Pathways to Care Model, suicide awareness and prevention/ SafeTALK and suicideTALK, and cultural competency, stigma reduction and equity. All behavioral health trainings must address access and linkage to behavioral health services and information on how to recognize the early signs of potentially severe and disabling behavioral illness, including suicide. District will provide at least four (4) educational outreach activities to parents/families on mental illness and suicide prevention. Evaluations will be completed and submitted to VCOE.

**Activity 3. Provide early intervention services through direct service or timely access to linkage of services.** District has selected targeted prevention and early intervention services to include school-based individual and group counseling services, as well as referral and linkage to community agency behavior health services. School counselors will connect the student/ family to the proper level of care using the Pathways to Care model. District may also use a contractor for intervention and referral assistance and Peer Parent Support. School Counselors will use the Columbia-Suicide Severity Rating Scale (C-SSRS) to identify students in need of early behavioral health services or intensive crisis services.

**Activity 4. Provide multi-generational family engagement and trainings that focus around behavioral health awareness and reducing stigma and discrimination for those with behavioral illness or seeking behavioral health services.** District will utilize a multi-pronged approach to engage the Latino community, including the following programs:

- Logrando Bienestar – VCBH program to increase access and linkage to Latino families and to increase the number of Latino families receiving behavioral health services.
- Padres Puentes – District-based promotora model program to provide parent/peer partners with lived experience to access families who have been resistant to other forms of engagement into behavioral health services.
- Curando el Alma – VCBH program that uses indigenous healing practices to promote community wellness and healing within the indigenous community.

**Activity 5. Participate in quarterly data collection and progress monitoring and reporting.** The District Behavioral Health Services Project Coordinator will identify and train participating staff in the collection and entry of select data. The District Behavioral Health Services Project Coordinator will submit selected data to VCOE Behavioral Health Services Coordinator and participate in progress monitoring. VCOE Behavioral Health Service Coordinator will consult with District Coordinator to identify tracking mechanism for data collection and reporting on progress towards completion of activities. Exhibit 1. Logic Model will serve as a guide for implementation and data collection.

**Submission of data is due:**

- **January 10<sup>th</sup>**
- **April 10<sup>th</sup>**
- **June 10<sup>th</sup>**

**The following data to be collected and submitted includes:**

- Number of staff trained
- Number of students trained
- Number of parents trained
- Number of students screened using Panorama SEL/MTSS
- Number of students screened by counselors using C-SSRS
- Number of students/families referred to outside services
- Number of students/families linked to and engaged in outside services
- School attendance rates
- Suspension and expulsion rates
- Number of discipline/diversion referrals
- Pre and Post course evaluations, as applicable
- Successes and challenges- qualitative data
- Sustainability of project and/or measures towards sustainability- qualitative data

**Addenda**

VCOE or District may require changes in the scope of services required herein based on progress monitoring and determination of need. Such changes, which are mutually agreed upon by and between District and VCOE and will be effective when incorporated in written amendments to the Agreement.

**Fiscal Requirement:**

District will receive \$168,339.90 annually for services rendered as outlined in this MOU.

District will invoice VCOE for work performed twice a year in January and June.

Payments are distributed and due as follows:

1. January 10<sup>th</sup> - District will invoice for fifty percent (50%) of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Behavioral Health Services Coordinator (\$84,169.95)
2. June 10<sup>th</sup> - District will invoice for final payment of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Behavioral Health Services Coordinator (\$84,169.95)

Payment of invoice will be made after work is verified and approved by VCOE Behavioral Health Services Coordinator. District must submit data and participate in Partnership meetings, as outlined within the MOU to receive payment. Invoices submitted after June 30, 2025, will not be paid.

District may individually contract or create agreements with outside agencies or community-based organizations to provide part of the entirety of the project to complete their activities. District is responsible for project implementation, data collection, and outcome measures.

**Insurance**

VCOE and Oxnard Elementary School District each participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance program.

**Termination**

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.

**Default**

If District defaults in the performance of any term or condition of this contract, District must remedy that default by a satisfactory performance within 10 days after upon District written notice of the defaults. If the District fails to remedy the default with that time, then VCOE may terminate this contract without further notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the project: Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Behavioral Health Services in Schools.

Valerie Mitchell, Interim Asst. Supt., Business Services  
Authorized District Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A

Authorized District Fiscal Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Lisa Cline, \_\_\_\_\_  
VCOE Exec. Director Internal Business Services Signature Lisa Cline Date 7-28-22

Misty Key, \_\_\_\_\_  
VCOE Deputy Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

ENCUMBERED \$ 168,339.90  
8/2/22 gm

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement #22-177 – Arizona State University (Carroll)**

---

Arizona State University and Oxnard School District will jointly undertake an affiliation to provide fieldwork experiences through direct teaching in an effort to enable an educational experience that may qualify for University academic credit.

**Term of Agreement:** November 1, 2022 through June 30,2025

#### **FISCAL IMPACT:**

No Fiscal Impact

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-177 with Arizona State University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-177, Arizona State University \(6 Pages\)](#)  
[Certificate of Liability Insurance \(1 Page\)](#)



### STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Start Date.”

**Start Date:** \_\_\_\_\_

**End Date:** \_\_\_\_\_

**FACILITY:** \_\_\_\_\_

**UNIVERSITY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

**1. DURATION**

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Start Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

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

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

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties

## 2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

## 3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

#### 4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

#### 5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 5.2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ([ARS](#)) § 38-511.
- 5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
- 5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
- 5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

## 5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union’s General Data Protection Regulation ([GDPR](#))) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU’s definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. **Advertising, Publicity, Names and Marks.** Facility will not do any of the following, without, in each case, ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered mark.

5.8. **Title IX.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU’s Title IX Guidance](#) is available online. Facility will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU’s Title IX Guidance.

## 6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



# ADDENDUM to STUDENT PLACEMENT AGREEMENT

## ADDENDUM

This Addendum to the Student Placement Agreement between the Arizona Board of Regents for and on behalf of Arizona State University (the “University”) \_\_\_\_\_ and

\_\_\_\_\_ (“Facility”)

is effective \_\_\_\_\_ .

The following sections of the Student Placement Agreement are modified or added as follows:

Agreement section:	Modifications/additions to section of Agreement:

**SIGNATURES**

**FACILITY**

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

Printed: \_\_\_\_\_

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

**UNIVERSITY**

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

Printed: \_\_\_\_\_

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

**FACILITY**

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

Printed: \_\_\_\_\_

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

**UNIVERSITY**

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

Printed: \_\_\_\_\_

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

# Certificate of Insurance

This is to certify that the State of Arizona and  
**Arizona State University**  
**414**  
**Tempe, Arizona 85281**  
 are covered parties for the following coverages:

This certifies that the State of Arizona maintains for all its departments, agencies, boards, commissions and employees, insurance and self-insurance of the types and amounts specified below in accordance with Arizona Revised Statutes §41-621 and §41-622.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by Arizona Revised Statutes.

This certificate is issued by: Arizona Department of Administration, Risk Management Department, 100 North 15th Avenue, Phoenix, Arizona 85007 (602) 542-2182.

Coverage	Effective Date	Expiration Date	Limits of Coverage
<b>Commercial General Liability</b> Including: 1 Premises/Operations Liability 2 Products and Completed Operations 3 Blanket Contractual 4 Personal Injury 5 Broad Form Property Damage	9/29/2022	7/15/2025	<b>Bodily Injury and Property Damage            Combined Single Limit</b>  \$1,000,000/\$2,000,000 Aggregate
<b>Commercial Auto Liability</b> Including: 1 Owned Vehicles 2 Non-owned Vehicles 3 Hired Vehicles			<b>Bodily Injury and Property Damage            Combined Single Limit</b>  \$
<b>Workers' Compensation</b>			<b>Statutory</b>
<b>Professional Liability</b>	9/29/2022	7/15/2025	\$1,000,000/\$2,000,000 aggregate
<b>All Risk Real Property: Replacement Cost</b>			
<b>All Risk Personal Property: Actual Cash Value</b>			
<b>Other:</b> Sexual Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate	9/29/2022	7/15/2025	

**Description of Event/Property/Contract:**  
 Internship

**Location:**  
 Oxnard School District

**Special Provisions:**

**Certificate Holder:**  
 Attn: Insurance Representative  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

**This certificate supersedes any previously issued certificates.**

Date:  
 10/21/2022



RM Claims Manager

COI #15782  
 RM-VIP1 (Rev 8/98) IPS 3687

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

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

### **Approval of a Variable Term Service Waiver in Speech Language Pathology for Bianca Hurst for the 2022-23 School Year (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 Bianca Hurst to serve as a Speech Language Pathologist in the Special Education department for the 2022-23 school year, until the employee completes a credential program and secures a credential.

#### **FISCAL IMPACT:**

Informational only.

#### **RECOMMENDATION:**

It is the recommendation of 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. Scott Carroll

**Date of Meeting:** November 16, 2022

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

**Approval of New Job Description: Mental Health Coordinator (Carroll/Nocero)**

---

In an effort to mitigate the social emotional issues that have resulted in literacy gaps in student learning from the effects of the COVID-19 pandemic, the District presents this job description for approval.

**FISCAL IMPACT:**

The position will be funded from ESSR II funding (COVID19 funding).

**RECOMMENDATION:**

It is the recommendation of both the Director, Certificated Human Resources and the Director, Pupil Services that the Board of Trustees approve the job description, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Mental Health Coordinator job description\\_11.16.2022 \(two pages\)](#)

## OXNARD SCHOOL DISTRICT: HUMAN RESOURCES

**Title:**            **Mental Health Coordinator**

- Qualifications:**
1. A Master's Degree
  2. A valid Pupil Personnel Services Credential in School Social Work or School Counseling
  3. California State Mental Health License or License Eligibility authorizing the delivery of therapeutic services (i.e., Marriage and Family Therapist, Marriage and Family Therapist Intern, Licensed Clinical Social Worker, Associate Clinical Social Worker)
  4. Experience working with students and families in a supportive role.
  5. Excellent written and oral skills.
  6. Possession of a valid and appropriate California Driver's License.
  7. Ability to relate positively with children.
  8. Willingness and ability to collaborate with classroom teachers, administrators, and staff.
  9. Strong Organizational Skills.
  10. Flexible, adaptable, able to bring groups together for a common goal.
  11. A working knowledge of computer technology including Microsoft Word and Excel.
  12. Ability to work flexible hours to accommodate district functions/events.
  13. Experience working with mental health agencies and service providers.
  14. Bilingual desirable (Spanish/English).
  15. Possess the following personal qualities:
    - a. ability to meet district standards for physical and mental health
    - b. evidence of good moral character
    - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance
  16. Such alternatives to the above qualifications as the district may find appropriate and acceptable

**Reports to:**    Director of Pupil Services

**Job Goal:**    The Mental Health Coordinator will work closely with the Director of Pupil Services to provide student and family counseling services to assist identified students in making appropriate decisions relative to school program and relationship with other pupils, teachers, parents and administrators. The Mental Health Coordinator will be expected to provide direct services to students. The Mental Health Coordinator will be expected to supervise interns. Counseling hours may also be provided by Therapeutic Counseling Interns, under the direct supervision of the Mental Health Coordinator.

### **Performance Responsibilities:**

1. Work under the supervision of the Director of Pupil Services and/or School Site Administrator.
2. Maintain data/records of all students provided mental health counseling services.
3. Develop and implement parenting workshops for families of OSD students.

4. Participate in all trainings and meetings related to services for students, as needed. (i.e., SST Meetings, Counselor Meetings, School Site Meetings)
5. Share and report service hour logs and records to the School Site Administrator and Director of Pupil Services.
6. Identify students in need of additional mental health services, and refer them to outside mental health providers for additional services such as psychiatric evaluation.
7. Work closely with outside mental health providers.
8. Assess for danger to self or others.
9. Provide prevention and intervention services, group and individual counseling for students.
10. Participate as key member of PBIS school site teams and other evidence-based programs, as required.
11. Additional activities and responsibilities as agreed to and in conjunction with the Director of Pupil Services.

**Terms of Employment:**

Salary, benefits and work year as provided by contract between the Board of Trustees and the designated exclusive bargaining unit.

**Evaluation:**

The evaluation and assessment of performance of the Coordinator will be conducted by the **principal** in accordance with the provisions of *Education Code* 44660-44665.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Adopted: November 16, 2022

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **WILLIAMS UNIFORM COMPLAINT PROCEDURES – AR and Exhibits 1312.4: Revisions (Carroll)**

---

The regulation and exhibits have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikethrough and highlighted.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources that the Board of Trustees review the attached regulation and exhibits for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 1312.4\\_W.Exhibits1and2 \(11 pages\)](#)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. *A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.*
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
  - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

*Beginning of the year or semester* means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after time period from the first day pupils attend classes for that semester. (5 CCR 4600) *a year-long course or semester long course though not later than 20 business days afterwards.*

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or

the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

**4.3. Complaints regarding the condition of school facilities, including any complaint alleging that:**  
(Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

*Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

*In any school serving any of grades 6-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)*

## Forms and Notices

The Superintendent or designee shall ensure that the district's complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

## Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems

beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

~~A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)~~

## **Investigation and Response**

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~ *send written* resolution of the complaint to the *mailing address of the* complainant *as indicated on the complaint* within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~*Item* #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

## **Reports**

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

<b>Federal</b>	<b>Description</b>
20 USC 6314	Title I schoolwide program

<b>Management Resources</b>	<b>Description</b>
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education, Williams Case
Website	California County Superintendents Educational Services Association
Website	CSBA

## Cross References

<b>Code</b>	<b>Description</b>
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E PDF(1)	Complaints Concerning Instructional Materials
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
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

**Adopted Date:** 11/01/2010 | **Last Revised Date:** ~~05/01/2020~~: 12/14/2022 | **Last Reviewed Date:** ~~05/01/2020~~: 12/14/2022

## **WILLIAMS UNIFORM COMPLAINT PROCEDURES**

### **Exhibit 1312.4-E(1): Notice to Parents/Guardians/Pupils, and Teachers**

#### COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials.

For there to be sufficient textbooks

and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

~~4. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.~~

**45.** If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### Exhibit 1312.4-E(2): Complaint Form

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? \_\_\_ Yes \_\_\_ No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

\_\_\_\_\_ E-mail address, if any:  
\_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Course title/grade level and teacher name:

\_\_\_\_\_ Room number/name of room/location of  
facility: \_\_\_\_\_

**Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.**

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
  - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
- *For a school serving any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.*
- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

---



---



---



---



---



---



---

Please file this complaint at the following location:

Assistant Superintendent, Human Resources (principal or designee)  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

---

(Signature)

---

(Date)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials
<b>Federal</b>	<b>Description</b>
20 USC 6314	Title I schoolwide program
<b>Management Resources</b>	<b>Description</b>
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education, Williams Case
Website	California County Superintendents Educational Services Association
Website	CSBA
<b>Cross References</b>	
<b>Code</b>	<b>Description</b>
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders

1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E PDF(1)	Complaints Concerning Instructional Materials
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
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	<del>Board Member Electronic Communications</del> <i>Board Member</i>

*Electronic Communications*

9200

~~Limits Of Board Member Authority~~ *Limits Of Board Member Authority*

9322

~~Agenda/Meeting Materials~~ *Agenda/Meeting Materials*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - BP & AR 4119.11: Title IX Sexual Harassment (Aguilera-Fort)**

---

Board Policy (BP) and Administrative Regulation (AR) 4119.11: Title IX Sexual Harassment have been revised as recommended by CSBA (California School Boards Association).

Added language is indicated in highlight and italics. Deleted language is indicated in highlight and strikethrough.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 4119.11 \(5 pages\)](#)

[AR 4119.11 \(8 pages\)](#)

**Policy 4119.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/24/2016 | **Last Reviewed Date:** 10/XX/2022

*The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.*

*The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.*

*Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.*

~~The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 4030 – Nondiscrimination in Employment)~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to **staff employees and others to whom the policy may apply**

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Ensuring prompt, thorough, fair, **and equitable** investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

*The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.*

## **Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 – Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 – Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 – Dismissal)

(cf. 4118 – Suspension/Disciplinary Action)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

2 CCR 11006-11086

**Description**

[Discrimination in employment](#)

2 CCR 11009

Employment discrimination

2 CCR 11021

[Discrimination in employment - retaliation](#)

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 11034

[Terms, conditions, and privileges of employment](#)

5 CCR 4900-4965

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Ed. Code 200-262.4

[Prohibition of discrimination](#)

Gov. Code 12900-12996

Fair Employment and Housing Act

Gov. Code 12940

Unlawful discriminatory employment practices

Gov. Code 12950

Sexual harassment

Gov. Code 12950.1

Sexual harassment training

Lab. Code 1101

Political activities of employees

Lab. Code 1102.1

Discrimination: sexual orientation

**Federal References**

20 USC 1681-1688

**Description**

Title IX of the Education Amendments of 1972; discrimination based on sex

34 CFR 106.1-106.9

Nondiscrimination on the basis of sex in education programs or activities

34 CFR 106.51-106.61

Nondiscrimination on the basis of sex in employment in education program or activities

42 USC 2000e-2000e-17

Title VII, Civil Rights Act of 1964, as amended

**Management Resources References**

Court Decision

**Description**

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Court Decision

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Court Decision

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Court Decision

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Court Decision

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Fair Employment and Housing</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

## Cross References

Code	Description
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3600	<a href="#">Consultants</a>
3600-E PDF(1)	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E PDF(1)	<a href="#">Employee Notifications</a>
4117.7	<a href="#">Employment Status Reports</a>
<b>4119.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4119.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>

4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4244	<a href="#">Complaints</a>
4312.9	<a href="#">Employee Notifications</a>
4312.9-E PDF(1)	<a href="#">Employee Notifications</a>
4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4319.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>

**Regulation 4119.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/24/2016 | **Last Reviewed Date:** 10/XX/2022

*The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.*

**Definitions**

**Prohibited Sexual Harassment** Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting when under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034.5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting him/her the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her the individual regarding benefits, services, honors, programs, or activities available at or through the district.

*For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)*

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC

## **Examples of Sexual Harassment**

Other Examples of actions that might constitute sexual harassment *under state or federal law in accordance with the definitions above, in the work or educational setting*, whether committed by a supervisor, a co-worker, or a non-employee, *in the work setting*, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

## **Title IX Coordinator/Compliance Officer**

*The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:*

*Assistant Superintendent, Human Resources*

*1051 South A Street*

*Oxnard, CA 93033*

*(805) 385-1501 ext. 2050*

## **Training**

*The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.*

*(cf. 1312.3 – Uniform Complaint Procedures)*

*(cf. 4031 – Complaints Concerning Discrimination in Employment)*

*(cf. 5145.7 – Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, *and nonsupervisory employees receive at least one hour*, of classroom or other effective interactive training and education regarding sexual harassment. *All newly hired or promoted supervisory employees and employees promoted to a supervisory position* shall receive training within six months of

A supervisory employee is any employee *having with* the authority, *in the interest of the district*, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or *the responsibility to direct them, adjust their grievances*, or effectively recommend such action, *when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment.* (Government Code 12926)

*Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.* (Government Code 12950.1)

The district's sexual harassment training and education program shall include, *but is not limited to*, the *provision of* following: (Government Code 12950.1; 2 CCR 11024 41023)

1. Information and practical guidance regarding federal and state laws *concerning* ~~on~~ the prohibition ~~against and the~~ prevention, and correction of sexual harassment, ~~and the remedies available to victims of sexual harassment in employment~~
2. *The types of conduct that constitute sexual harassment*
3. *Remedies available for victims in civil actions, and potential employer/individual exposure/liability*
4. *Strategies to prevent harassment in the workplace*
5. *Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware*
6. Practical examples *which illustrate* ~~aimed at instructing supervisors in the prevention of sexual harassment, discrimination, and retaliation~~ *using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources*
7. *The limited confidentiality of the complaint process*
8. *Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment*
9. *Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint*
10. *What to do if the supervisor is personally accused of harassment*
11. *The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed*

*Employees shall receive* a copy of the district's sexual harassment policy and administrative regulations, which *they each participant* shall *read and* acknowledge ~~in writing~~ that *they have* ~~he/she has~~ received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024 11023)

## Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: ~~(Education Code 231.5)~~

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted ~~(Education Code 231.5)~~
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired ~~(Education Code 231.5)~~

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct ~~(Education Code 231.5)~~
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of the district information sheets that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee  
(cf. 4031 – Complaints Concerning Discrimination in Employment)
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### **Complaint Procedures**

*All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.*

*If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.*

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### **State References**

2 CCR 11006-11086

#### **Description**

[Discrimination in employment](#)

2 CCR 11009

Employment discrimination

2 CCR 11021

[Discrimination in employment - retaliation](#)

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 11034

[Terms, conditions, and privileges of employment](#)

5 CCR 4900-4965

Nondiscrimination in elementary and secondary educational

Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation

**Federal References**

20 USC 1681-1688	<b>Description</b> Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

**Management Resources References**

Court Decision	<b>Description</b> Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Fair Employment and Housing</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>

1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3600	<a href="#">Consultants</a>
3600-E PDF(1)	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E PDF(1)	<a href="#">Employee Notifications</a>
4117.7	<a href="#">Employment Status Reports</a>
<b>4119.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4119.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>
4144	<a href="#">Complaints</a>
4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4312.9	<a href="#">Employee Notifications</a>

4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4319.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading - New AR & E 4119.12: Title IX Sexual Harassment Complaint Procedures  
(Aguilera-Fort)**

---

The New Administrative Regulation (AR) and Exhibit (E) 4119.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading as recommended by CSBA (California School Boards Association).

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None at this time. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [AR 4119.12 \( pages\)](#)

[E 4119.12 \(3 pages\)](#)

**Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted † Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

**Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal**

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal

procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written consent to the informal resolution process

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

## **Investigation Procedures**

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

## **Written Decision**

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of

the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or

dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### **Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### **Record-Keeping**

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve

equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.

3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#"><u>Liability of parent or guardian for act of willful misconduct by a minor</u></a>
Civ. Code 51.9	<a href="#"><u>Liability for sexual harassment; business, service and professional relationships</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources</b>	<b>Description</b>

Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

Code	Description
1313	<a href="#">Civility</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>



**Exhibit 4119.12-E(1): Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted Date: | Last Reviewed Date:****NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

*Assistant Superintendent, Human Resources*

*1051 South A Street*

*Oxnard, CA 93030*

*805-385-1501 extension 2050*

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [\\_\\_\\_\\_\\_ \(insert website link\)\\_\\_\\_\\_\\_](#).

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: Assistant Superintendent, Human Resources, 1051 A. Street, Oxnard, California 93030, (805) 385-1501.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

---

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#">Liability of parent or guardian for act of willful misconduct by a minor</a>
Civ. Code 51.9	<a href="#">Liability for sexual harassment; business, service and professional relationships</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources</b>	<b>Description</b>
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

<b>Code</b>	<b>Description</b>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.11	<a href="#">Sexual Harassment</a>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - BP & AR 4219.11: Title IX Sexual Harassment (Aguilera-Fort)**

---

Board Policy (BP) and Administrative Regulation (AR) 4219.11: Title IX Sexual Harassment have been revised as recommended by CSBA (California School Boards Association).

Added language is indicated in highlight and italics. Deleted language is indicated in highlight and strikethrough.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 4219.11 \(8 pages\)](#)

[BP 4219.11 \(5 pages\)](#)

**Regulation 4219.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/24/2016 | **Last Reviewed Date:** 10/XX/2022

*The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.*

**Definitions**

**Prohibited Sexual Harassment** Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting when under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034.5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting him/her the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her the individual regarding benefits, services, honors, programs, or activities available at or through the district.

*For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)*

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 24 USC

## **Examples of Sexual Harassment**

Other Examples of actions that might constitute sexual harassment *under state or federal law in accordance with the definitions above, in the work or educational setting*, whether committed by a supervisor, a co-worker, or a non-employee, *in the work setting*, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

## **Title IX Coordinator/Compliance Officer**

*The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:*

*Assistant Superintendent, Human Resources*

*1051 South A Street*

*Oxnard, Ca 93030*

*(805) 385-1501 ext. 2050*

## **Training**

*The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 5145.7 - Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, *and nonsupervisory employees receive at least one hour*, of classroom or other effective interactive training and education regarding sexual harassment. *All newly hired or promoted supervisory*

A supervisory employee is any employee *having with* the authority, *in the interest of the district*, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or *the responsibility to direct them, adjust their grievances*, or effectively recommend such action, *when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment.* (Government Code 12926)

*Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.* (Government Code 12950.1)

The district's sexual harassment training and education program shall include, *but is not limited to*, the ~~provision of~~ following: (Government Code 12950.1; 2 CCR ~~11024 11023~~)

1. Information and practical guidance regarding federal and state laws *concerning* ~~on~~ the prohibition ~~against and the~~ prevention, and correction of sexual harassment, ~~and the remedies available to victims of sexual harassment in employment~~
2. *The types of conduct that constitute sexual harassment*
3. *Remedies available for victims in civil actions, and potential employer/individual exposure/liability*
4. *Strategies to prevent harassment in the workplace*
5. *Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware*
6. Practical examples *which illustrate* ~~aimed at instructing supervisors in the prevention of sexual harassment, discrimination, and retaliation~~ *using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources*
7. *The limited confidentiality of the complaint process*
8. *Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment*
9. *Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint*
10. *What to do if the supervisor is personally accused of harassment*
11. *The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed*

*Employees shall receive* a copy of the district's sexual harassment policy and administrative regulations, which *they* ~~each participant~~ shall *read and* acknowledge ~~in writing~~ that *they have* ~~he/she has~~ received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024 11023)

## Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: ~~(Education Code 231.5)~~

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted ~~(Education Code 231.5)~~
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired ~~(Education Code 231.5)~~

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct ~~(Education Code 231.5)~~
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of the district information sheets that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee  
(cf. 4031 – Complaints Concerning Discrimination in Employment)
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### **Complaint Procedures**

*All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.*

*If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.*

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### **State References**

2 CCR 11006-11086

#### **Description**

[Discrimination in employment](#)

2 CCR 11009

Employment discrimination

2 CCR 11021

[Discrimination in employment - retaliation](#)

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 11034

[Terms, conditions, and privileges of employment](#)

5 CCR 4900-4965

Nondiscrimination in elementary and secondary educational

Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
<b>Federal References</b>	<b>Description</b>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources References</b>	<b>Description</b>
Court Decision	Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Fair Employment and Housing</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

## Cross References

Code	Description
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>

1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3600	<a href="#">Consultants</a>
3600-E PDF(1)	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E PDF(1)	<a href="#">Employee Notifications</a>
4117.7	<a href="#">Employment Status Reports</a>
<b>4119.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4119.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>
4144	<a href="#">Complaints</a>
4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4312.9	<a href="#">Employee Notifications</a>

4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4319.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>

**Policy 4219.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/24/2016 | **Last Reviewed Date:** 10/XX/2022

*The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.*

*The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.*

*Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.*

~~The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 4030 – Nondiscrimination in Employment)~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to **staff employees and others to whom the policy may apply**

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Ensuring prompt, thorough, fair, **and equitable** investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

*The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.*

## **Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 – Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 – Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 – Dismissal)

(cf. 4118 – Suspension/Disciplinary Action)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

2 CCR 11006-11086

**Description**

[Discrimination in employment](#)

2 CCR 11009

Employment discrimination

2 CCR 11021

[Discrimination in employment - retaliation](#)

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 11034

[Terms, conditions, and privileges of employment](#)

5 CCR 4900-4965

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Ed. Code 200-262.4

[Prohibition of discrimination](#)

Gov. Code 12900-12996

Fair Employment and Housing Act

Gov. Code 12940

Unlawful discriminatory employment practices

Gov. Code 12950

Sexual harassment

Gov. Code 12950.1

Sexual harassment training

Lab. Code 1101

Political activities of employees

Lab. Code 1102.1

Discrimination: sexual orientation

**Federal References**

20 USC 1681-1688

**Description**

Title IX of the Education Amendments of 1972; discrimination based on sex

34 CFR 106.1-106.9

Nondiscrimination on the basis of sex in education programs or activities

34 CFR 106.51-106.61

Nondiscrimination on the basis of sex in employment in education program or activities

42 USC 2000e-2000e-17

Title VII, Civil Rights Act of 1964, as amended

**Management Resources References**

Court Decision

**Description**

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Court Decision

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Court Decision

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Court Decision

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Court Decision

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Fair Employment and Housing</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3600	<a href="#">Consultants</a>
3600-E PDF(1)	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E PDF(1)	<a href="#">Employee Notifications</a>
4117.7	<a href="#">Employment Status Reports</a>
<b>4119.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4119.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>

4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4244	<a href="#">Complaints</a>
4312.9	<a href="#">Employee Notifications</a>
4312.9-E PDF(1)	<a href="#">Employee Notifications</a>
4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4319.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading - New AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)**

---

The New Administrative Regulation (AR) and Exhibit (E) 4219.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading as recommended by CSBA (California School Boards Association).

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None at this time. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [E 4219.12 \(3 pages\)](#)

[AR 4219.12 \(9 pages\)](#)

**Exhibit 4219.12-E(1): Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted Date: | Last Reviewed Date:****NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

*Assistant Superintendent, Human Resources*

*1051 South A Street*

*Oxnard, CA 93030*

*805-385-1501 extension 2050*

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [\\_\\_\\_\\_\\_ \(insert website link\)](#).

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: Assistant Superintendent, Human Resources, 1051 A. Street, Oxnard, California 93030, (805) 385-1501.

person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#">Liability of parent or guardian for act of willful misconduct by a minor</a>
Civ. Code 51.9	<a href="#">Liability for sexual harassment; business, service and professional relationships</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources</b>	<b>Description</b>
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

Code	Description
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.11	<a href="#">Sexual Harassment</a>

**Regulation 4219.12: Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted Date: † Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

**Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal**

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the

procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written consent to the informal resolution process

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator

## Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

## Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for

the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

## **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## **Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

## **Record-Keeping**

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response

equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.

3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#"><u>Liability of parent or guardian for act of willful misconduct by a minor</u></a>
Civ. Code 51.9	<a href="#"><u>Liability for sexual harassment; business, service and professional relationships</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

Code	Description
1313	<a href="#">Civility</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - BP & AR 4319.11: Title IX Sexual Harassment (Aguilera-Fort)**

---

Board Policy (BP) and Administrative Regulation (AR) 4319.11: Title IX Sexual Harassment have been revised as recommended by CSBA (California School Boards Association).

Added language is indicated in highlight and italics. Deleted language is indicated in highlight and strikethrough.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 4319.11 \(8 pages\)](#)

[BP 4319.11 \(5 pages\)](#)

**Regulation 4319.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/24/2016 | **Last Reviewed Date:** 10/XX/2022

*The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.*

**Definitions**

~~Prohibited~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, *regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when* made against another person of the same or opposite sex in the work or educational setting ~~when~~ *under any of the following conditions:* (Education Code 212.5; Government Code 12940; 2 CCR 11034 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting ~~him/her~~ *the individual*.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work ~~performance~~ or ~~has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.~~
4. Submission to or rejection of the conduct ~~by the other individual~~ is used as the basis for any decision affecting ~~him/her~~ *the individual* regarding benefits, services, honors, programs, or activities available at or through the district.

*For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)*

1. *A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct*
2. *Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity*
3. *Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 24 USC*

## **Examples of Sexual Harassment**

Other Examples of actions that might constitute sexual harassment *under state or federal law in accordance with the definitions above, in the work or educational setting*, whether committed by a supervisor, a co-worker, or a non-employee, *in the work setting*, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

## **Title IX Coordinator/Compliance Officer**

*The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:*

*Assistant Superintendent, Human Resources*

*(title or position)*

*1051 South A Street*

*Oxnard, CA 93030*

*(805) 385-1501, ext. 2050*

## **Training**

*The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.*

*(cf. 1312.3 – Uniform Complaint Procedures)*

*(cf. 4031 – Complaints Concerning Discrimination in Employment)*

*(cf. 5145.7 – Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, *and nonsupervisory employees receive at least one hour*, of classroom or other effective interactive training and education regarding sexual harassment. *All newly hired or promoted supervisory*

A supervisory employee is any employee *having with the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment.* (Government Code 12926)

*Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.* (Government Code 12950.1)

The district's sexual harassment training and education program shall include, *but is not limited to,* the ~~provision of~~ following: (Government Code 12950.1; 2 CCR ~~11024 11023~~)

1. Information and practical guidance regarding federal and state laws *concerning* ~~on~~ the prohibition ~~against and the~~ prevention, and correction of sexual harassment, ~~and the remedies available to victims of sexual harassment in employment~~
2. *The types of conduct that constitute sexual harassment*
3. *Remedies available for victims in civil actions, and potential employer/individual exposure/liability*
4. *Strategies to prevent harassment in the workplace*
5. *Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware*
6. Practical examples *which illustrate* ~~aimed at instructing supervisors in the prevention of sexual harassment, discrimination, and retaliation~~ *using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources*
7. *The limited confidentiality of the complaint process*
8. *Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment*
9. *Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint*
10. *What to do if the supervisor is personally accused of harassment*
11. *The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed*

*Employees shall receive* a copy of the district's sexual harassment policy and administrative regulations, which *they* ~~each participant~~ shall *read and* acknowledge ~~in writing~~ that *they have* ~~he/she has~~ received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024 11023)

## Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: ~~(Education Code 231.5)~~

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted ~~(Education Code 231.5)~~
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired ~~(Education Code 231.5)~~

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct ~~(Education Code 231.5)~~
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of the district information sheets that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee  
(cf. 4031 – Complaints Concerning Discrimination in Employment)
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### **Complaint Procedures**

*All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.*

*If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.*

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### **State References**

2 CCR 11006-11086

#### **Description**

[Discrimination in employment](#)

2 CCR 11009

Employment discrimination

2 CCR 11021

[Discrimination in employment - retaliation](#)

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 11034

[Terms, conditions, and privileges of employment](#)

5 CCR 4900-4965

Nondiscrimination in elementary and secondary educational

Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
<b>Federal References</b>	<b>Description</b>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources References</b>	<b>Description</b>
Court Decision	Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Fair Employment and Housing</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

### Cross References

Code	Description
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>

1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3600	<a href="#">Consultants</a>
3600-E PDF(1)	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E PDF(1)	<a href="#">Employee Notifications</a>
4117.7	<a href="#">Employment Status Reports</a>
<b>4119.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4119.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4119.21	<a href="#">Professional Standards</a>
4119.21	<a href="#">Professional Standards</a>
4119.21-E PDF(1)	<a href="#">Professional Standards</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>
4144	<a href="#">Complaints</a>
4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4312.9	<a href="#">Employee Notifications</a>

4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<a href="#"><b><i>Title IX Sexual Harassment Complaint Procedures</i></b></a>
<b>4319.12-E PDF(1)</b>	<a href="#"><b><i>Title IX Sexual Harassment Complaint Procedures</i></b></a>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<a href="#"><b><i>Title IX Sexual Harassment Complaint Procedures</i></b></a>
<b>5145.71-E PDF(1)</b>	<a href="#"><b><i>Title IX Sexual Harassment Complaint Procedures</i></b></a>

**Policy 4319.11: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/24/2016 | Last Reviewed Date:  
10/XX/2022

*The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.*

*The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.*

*Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.*

~~The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 4030 – Nondiscrimination in Employment)~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to **staff employees and others to whom the policy may apply**

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

3. Ensuring prompt, thorough, fair, **and equitable** investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

*The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.*

## **Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 – Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

{cf. 4031 – Complaints Concerning Discrimination in Employment}

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

{cf. 4117.4 – Dismissal}

{cf. 4118 – Suspension/Disciplinary Action}

{cf. 4218 – Dismissal/Suspension/Disciplinary Action}

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

	Description
2 CCR 11006-11086	<a href="#">Discrimination in employment</a>
2 CCR 11009	Employment discrimination
2 CCR 11021	<a href="#">Discrimination in employment - retaliation</a>
2 CCR 11023	<a href="#">Harassment and discrimination prevention and correction</a>
2 CCR 11024	<a href="#">Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</a>
2 CCR 11034	<a href="#">Terms, conditions, and privileges of employment</a>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation

### Federal References

	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

### Management Resources References

	Description
Court Decision	Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

U.S. Equal Employment Opportunity  
Com. Publication

Promising Practices for Preventing Harassment, November  
2017

Website

[CSBA District and County Office of Education Legal Services](#)

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](#)

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

1312.3

[Uniform Complaint Procedures](#)

1312.3

[Uniform Complaint Procedures](#)

3530

[Risk Management/Insurance](#)

3530

[Risk Management/Insurance](#)

3600

[Consultants](#)

3600-E PDF(1)

[Consultants](#)

4030

[Nondiscrimination In Employment](#)

4030

[Nondiscrimination In Employment](#)

4040

[Employee Use Of Technology](#)

4040

[Employee Use Of Technology](#)

4040-E PDF(1)

[Employee Use Of Technology](#)

4112.9

[Employee Notifications](#)

4112.9-E PDF(1)

[Employee Notifications](#)

4117.7

[Employment Status Reports](#)

**4119.12**

**[Title IX Sexual Harassment Complaint Procedures](#)**

**4119.12-E PDF(1)**

**[Title IX Sexual Harassment Complaint Procedures](#)**

4119.21

[Professional Standards](#)

4119.21

[Professional Standards](#)

4119.21-E PDF(1)

[Professional Standards](#)

4119.22

[Dress And Grooming](#)

4131

[Staff Development](#)

4144

[Complaints](#)

4212.9	<a href="#">Employee Notifications</a>
4212.9-E PDF(1)	<a href="#">Employee Notifications</a>
<b>4219.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4219.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4244	<a href="#">Complaints</a>
4312.9	<a href="#">Employee Notifications</a>
4312.9-E PDF(1)	<a href="#">Employee Notifications</a>
4317.7	<a href="#">Employment Status Reports</a>
<b>4319.12</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>4319.12-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
4319.22	<a href="#">Dress And Grooming</a>
4344	<a href="#">Complaints</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading - New AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures  
(Aguilera-Fort)**

---

The New Administrative Regulation (AR) and Exhibit (E) 4319.12: Title IX Sexual Harassment Complaint Procedures are presented for first reading as recommended by CSBA (California School Boards Association).

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None at this time. The policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [E 4319.12 \(3 pages\)](#)

[AR 4319.12 \(3 pages\)](#)

**Exhibit 4319.12-E(1): Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted Date: | Last Reviewed Date:****NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

*Assistant Superintendent, Human Resources*

*1051 South A Street*

*Oxnard, CA 93030*

*805-385-1501 extension 2050*

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [\\_\\_\\_\\_\\_ \(insert website link\)](#).

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: Assistant Superintendent, Human Resources, 1051 A. Street, Oxnard, California 93030, (805) 385-1501.

person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#">Liability of parent or guardian for act of willful misconduct by a minor</a>
Civ. Code 51.9	<a href="#">Liability for sexual harassment; business, service and professional relationships</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources</b>	<b>Description</b>
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

Code	Description
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.11	<a href="#">Sexual Harassment</a>

**Regulation 4319.12: Title IX Sexual Harassment Complaint Procedures****Status:****Original Adopted Date: | Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

**Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal**

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the

procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written consent to the informal resolution process

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator

## Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

## Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for

the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

## **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## **Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

## **Record-Keeping**

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response

equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.

3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#"><u>Liability of parent or guardian for act of willful misconduct by a minor</u></a>
Civ. Code 51.9	<a href="#"><u>Liability for sexual harassment; business, service and professional relationships</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

Code	Description
1313	<a href="#">Civility</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - BP & AR 5145.7: Title IX Sexual Harassment (Aguilera-Fort)**

---

Board Policy (BP) and Administrative Regulation (AR) 5145.7: Title IX Sexual Harassment have been revised as recommended by CSBA (California School Boards Association).

Added language is indicated in highlight and italics. Deleted language is indicated in highlight and strikethrough.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. The revised policies will be presented for second reading and adoption at the December 14, 2022 board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 5145.7 \(7 pages\)](#)

[AR 5145.7 \(10 pages\)](#)

**Policy 5145.7: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 05/16/2018 | **Last Reviewed Date:** 10/XX/2022

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any students who feels that they are he/she is being or have has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have has experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their his/her teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer Title IX Coordinator.

Once notified, the principal or a district compliance officer Title IX Coordinator shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5131 - Conduct) (cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting) (cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

## Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment, even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to respond to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

## Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 – Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 – Uniform Complaint Procedures)

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion.

provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

~~(cf. 5144 – Discipline)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))~~

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall ~~have his/her employment terminated~~ *be subject to disciplinary action, up to and including dismissal*, in accordance with law and the applicable collective bargaining agreement.

~~(cf. 4117.7 – Employment Status Report)~~

~~(cf. 4118 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)~~

### **Record-Keeping**

*In accordance with law and district policies and regulations*, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

~~(cf. 3580 – District Records)~~

---

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### **State References**

	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#">Liability of parent or guardian for act of willful misconduct by a minor</a>
Civ. Code 51.9	<a href="#">Liability for sexual harassment; business, service and professional relationships</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct

Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<b>Federal References</b>	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources References</b>	<b>Description</b>
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights	Sexual Harassment: It's Not Academic, September 2008

U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>

4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4231	<a href="#">Staff Development</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5131	<a href="#">Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.5	<a href="#">Vandalism And Graffiti</a>
5132	<a href="#">Dress And Grooming</a>
5132	<a href="#">Dress And Grooming</a>
5137	<a href="#">Positive School Climate</a>
5138	<a href="#">Conflict Resolution/Peer Mediation</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.52	<a href="#">Suicide Prevention</a>
5141.52	<a href="#">Suicide Prevention</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.2	<a href="#">Suspension And Expulsion/Due Process (Students With Disabilities)</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6 E PDF(1)	<a href="#">Parent/Guardian Notifications</a>

5145.71

[Title IX Sexual Harassment Complaint Procedures](#)

5145.71-E PDF(1)

[Title IX Sexual Harassment Complaint Procedures](#)

5145.9

[Hate-Motivated Behavior](#)

6142.1

[Sexual Health And HIV/AIDS Prevention Instruction](#)

6142.1

[Sexual Health And HIV/AIDS Prevention Instruction](#)

6145

[Extracurricular And Cocurricular Activities](#)

6145

[Extracurricular And Cocurricular Activities](#)

6145.2

[Athletic Competition](#)

6145.2

[Athletic Competition](#)

6163.4

[Student Use Of Technology](#)

6163.4

[Student Use Of Technology](#)

6163.4-E PDF(1)

[Student Use Of Technology](#)

**Regulation 5145.7: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 05/16/2018 | Last Reviewed Date:  
10/XX/2022

**Definitions**

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

**Examples of Sexual Harassment**

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

### **Title IX Coordinator/Compliance Officer**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 *in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures*, and California Education Code 234.4 as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) *coordinator/compliance officer(s)* may be contacted at:

Assistant Superintendent, Human Resources *and Support Services*

1051 South A Street

Oxnard, California 93030

(805) 385.1501 Extension 2050

*(cf. 1312.3 – Uniform Complaint Procedures)*

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

(cf. 5131 - Conduct) (cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions

2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions

3. Graphic verbal comments about an individual's body or overly personal conversation

4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature

5. Spreading sexual rumors

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class

7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

10. Displaying sexually suggestive objects

11. Sexual assault, sexual battery, or sexual coercion

12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

#### Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4—Child Abuse Prevention and Reporting) Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5-CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)

(cf. 5125—Student Records) Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be

considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

## Notifications

*The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)*

*The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)*

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

~~(cf. 5145.6 – Parental Notifications)~~

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. *Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)*

4. *Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)*

~~A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.~~

~~(cf. 1113 – District and School Web Sites) (cf. 1114 – District-Sponsored Social Media)~~

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, *along with the name or title and contact information of the Title IX Coordinator, in any the student handbook provided to students or parents/guardians (34 CFR 106.8)*

8. ~~Be provided to employees and employee organizations~~

*The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)*

### **Reporting Complaints**

*A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.*

*When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.*

*When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.*

### **Complaint Procedures**

*All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.*

*If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.*

---

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### **State References**

5 CCR 4600-4670

#### **Description**

Uniform complaint procedures

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#">Liability of parent or guardian for act of willful misconduct by a minor</a>
Civ. Code 51.9	<a href="#">Liability for sexual harassment; business, service and professional relationships</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training

**Federal References**

	<b>Description</b>
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

**Management Resources References**

	<b>Description</b>
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>

3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4117.7	<a href="#">Employment Status Reports</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4131	<a href="#">Staff Development</a>
4218	<a href="#">Dismissal/Suspension/Disciplinary Action</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.11	<a href="#">Sexual Harassment</a>
4219.21	<a href="#">Professional Standards</a>
4219.21	<a href="#">Professional Standards</a>
4219.21-E PDF(1)	<a href="#">Professional Standards</a>
4231	<a href="#">Staff Development</a>
4317.7	<a href="#">Employment Status Reports</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.11	<a href="#">Sexual Harassment</a>
4319.21	<a href="#">Professional Standards</a>
4319.21	<a href="#">Professional Standards</a>
4319.21-E PDF(1)	<a href="#">Professional Standards</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5131	<a href="#">Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.5	<a href="#">Vandalism And Graffiti</a>
5132	<a href="#">Dress And Grooming</a>
5132	<a href="#">Dress And Grooming</a>
5137	<a href="#">Positive School Climate</a>
5138	<a href="#">Conflict Resolution/Peer Mediation</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.52	<a href="#">Suicide Prevention</a>
5141.52	<a href="#">Suicide Prevention</a>
5144	<a href="#">Discipline</a>

5144	<a href="#">Discipline</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.2	<a href="#">Suspension And Expulsion/Due Process (Students With Disabilities)</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6-E PDF(1)	<a href="#">Parent/Guardian Notifications</a>
<b>5145.71</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
<b>5145.71-E PDF(1)</b>	<b><a href="#">Title IX Sexual Harassment Complaint Procedures</a></b>
5145.9	<a href="#">Hate-Motivated Behavior</a>
6142.1	<a href="#">Sexual Health And HIV/AIDS Prevention Instruction</a>
6142.1	<a href="#">Sexual Health And HIV/AIDS Prevention Instruction</a>
6145	<a href="#">Extracurricular And Cocurricular Activities</a>
6145	<a href="#">Extracurricular And Cocurricular Activities</a>
6145.2	<a href="#">Athletic Competition</a>
6145.2	<a href="#">Athletic Competition</a>
6163.4	<a href="#">Student Use Of Technology</a>
6163.4	<a href="#">Student Use Of Technology</a>
6163.4-E PDF(1)	<a href="#">Student Use Of Technology</a>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** November 16, 2022

**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:** November 16, 2022

**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:** November 16, 2022

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

---

Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Cordes \_\_\_\_, Madrigal Lopez \_\_\_\_, Rodriguez \_\_\_\_, 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 Thursday, November 10, 2022.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A